



THE NEW INDIA ASSURANCE COMPANY LIMITED, TOKYO, JAPAN



THE NEW INDIA ASSURANCE COMPANY (Tokyo, Japan)

TENDER FOR PROVIDING ESR CONSULTANCY SERVICES

Date of Publishing Tender	: 11 th December 2024
Last Date and Time of Tender	
Submission in sealed cover	: 08 th January 2025 4.00 PM (JST)
Quotation opening date	: 09 th January 2025 at 11.00 AM
Address for Communication and Submission of Bids	: SATO HIDEO The New India Assurance Co..Ltd., Regional Office, STEC Joho Building,22F, 1-24-1, Nishi Shinjuku Shinjuku-ku, Tokyo – 1600023. Website: https://www.newindia.co.jp Email – sato.hideo@newindia.co.jp



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1 Introduction

NIA Japan is looking for experts to be commissioned to calculate, verify, and prepare reports on the Economic Value-Based Solvency Ratio (ESR) and to prepare Own Risk Self-Assessment (ORSA) reports.

From 1st February 2025 to 31st January 2030 (Five years)

2 Background of New India Assurance Company (Japan)

2.1 Background

The New India Assurance (NIA), Japan is an authorised insurer, regulated by the Financial Services Agency (FSA), Japan.

NIA started its branch operations in Japan, in 1950 as a General Insurer. Building upon its knowledge of the Japanese market, NIA focused its activities on direct insurance and reinsurance business upto certain extent, and group annual gross written premium over JPY 4.40 billion.

- NIA's current counterparty rating from A. M. Best is 'B++' Stable.
- The principal objectives of NIA Japan are:
 - a. To provide insurance/reinsurance support to Japan's insuring public.
 - b. To operate to a high standard of public conduct.
 - c. To demonstrate a high transparency in operations.
- The core business activities of NIA Japan are:
 - a. To underwrite insurance of property, Motor, PA, liability and Miscellaneous line of business.
 - b. Demonstrate compliance with the regulatory requirements set by the Financial Services Agency (FSA), Japan.
 - c. To make ourselves accountable via the submission of quarterly review report and annual reports detailing the performance of the Japan operations to Head Office.
 - d. Submission of quarterly and annual actuarial reports as required by FSA.

3 Tender Instructions

3.1 Confidentiality

This Tender Document, together with any information already distributed or yet to be provided in future discussions or in response to specific requests is confidential and has been or will be produced only for the purposes of preparing a proposal for the provision of consultancy services.



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3.2 Enquiries

All Enquiries to be sent via email including any supporting documentation to:

1. sato.hideo@newindia.co.jp
2. ceo@newindia.co.jp
3. dy.ceo-hor@newindia.co.jp

3.3 Submission Deadline

Tenders must be received by **4.00 p.m. (JST) on 08th January 2025**. Tenderers who wish to be present at the time of bid opening can join us at our office on **09th January 2025 at 11.00 AM**. Office address is provided on the first page.

3.4 Tender Evaluation Committee

Tenderers may be required to attend a meeting with the Tender evaluation committee.

3.5 Addenda

NIA Japan, makes no warranty that the data within this Tender Document is the total of all information that is or may be required by Tenderer in order that they might fix their terms.

Tenderer may ask for clarification on any matter in the Tender Document.

Should NIA Japan require the Tender document to be amended an addendum will be issued.

3.6 Supporting Material Provided by Tenderer

Supporting material is material additional to the Tender which elaborates or clarifies the Tender.

Supporting material must be provided by any Tenderer at any time at the request of NIA Japan.

Unsolicited supporting material must be received on or before the day set for lodgment of Tenders.

3.7 Extension of Submission Deadline

The deadline set for lodgment of Tenders will be extended, if required, only by written notice via email from NIA Japan.

4 Tender Conditions

4.1 Assessment of Tender

The Tenderer is directed specifically to the requirements of the Services (set out in section 5 and 6 of this Tender Document) and must clearly demonstrate the capability and resources of the Tenderer and of any subcontractors the Tenderer expects will join the Tenderer in carrying out the Services.

Assessment of Tenders will be based on but not limited to the information supplied by



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each Tenderer in relation to the Services.

The specific performance and selection criteria for the proposed Tender are set out in section 8.

All information provided by any Tenderer in response to the Tender will be kept confidential.

4.2 Acceptance of Tender

The tender documents should be provided in “**SEALED COVER**” superscribed “**Tender for the provision of ESR Consultancy Services**” and the same may be sent by post / courier or may be handed over, at the address mentioned below:

**The Chief Manager, Corporate Management Department,
The New India Assurance Co. Ltd.,
Regional Office, STEC Joho Building,
22F, 1-24-1, Nishi Shinjuku,
Shinjuku-ku, Tokyo – 160023.**

NIA Japan specifically reserves to itself the right to accept no Tenders, or any Tenders whether those Tenders are the lowest Tenders or not, whether conforming or not and it further reserves the right that, after the Tender closing date, it may negotiate with any one or more Tenderers with a view to modifying the terms, conditions, prices and other matters applicable to any contract that may be subsequently entered into.

4.3 Informal Tenders

Except as provided for in clause 4.2 above, any Tender may be rejected by NIA Japan if it does not comply with the requirements of, or contains provisions not required by, this Tender Document and, without limiting the generality of the foregoing, section 6 of this Tender Document.

4.4 Tenderer to Become Fully Informed

The Tenderer shall be deemed to be fully informed of all conditions affecting the Tender. If there is any doubt as to the meaning of any part of the Tender Document or any Addendum, clarification may be requested from NIA Japan which clarification shall be valid only if provided in writing.

Any clarification given pursuant to this clause may also be given to persons invited to tender.

4.5 Collusive Tendering

The Tenderer shall not enter into any agreement with any other Tenderer or any industry association concerning the preparation of this Tender and in particular, but without limitation to the foregoing, shall not include in the pricing of the Tender any amount to be paid to an unsuccessful Tenderer or any trade or industry association. The Tenderer shall not seek to obtain knowledge of the Tender of any other Tenderer and shall not reveal the terms of the Tender including pricing of any other Tenderer at any time prior to the acceptance of a Tender by NIA Japan. Evidence of collusive tendering or any of these practices may lead to the rejection of all Tenders and Tenderers involved in such practices and may be barred from tendering for further contracts with NIA Japan for a period to be determined by NIA Japan.

4.6 Terms of Contracts



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- 4.6.1 The contract will be for the provision of Consultancy services for a period of **Five (5)** years excluding any existing contract with NIA Japan.
- 4.6.2 NIA Japan reserves the right to cancel the contract in the event of performance by the successful Tenderer which is, in the opinion of NIA Japan unsatisfactory, upon the giving of thirty (30) days written notice.
- 4.6.3 The successful Tenderer shall provide professional advice, as and when requested by NIA Japan.
- 4.6.4 The successful Tenderer shall maintain a high standard of service during the contract period.

4.7 Indemnity

The successful Tenderer will be required to indemnify NIA Japan in respect of all losses, damages, and/or misappropriation suffered by NIA Japan and which arise from any error or negligent act or omission of the Tenderer and/or the Tenderer's staff or agents.

4.8 Withdrawal of Invitation to Tender

NIA Japan reserves the right, without further negotiation and at its discretion, to withdraw any or all invitations to tender.

In this event NIA Japan assures Tenderer that if, within the ensuing twelve (12) months the same or substantially the same work is again offered, they will have the opportunity to re- register their interest.

4.9 Bid Term

All prices and Tender conditions from all Tenderers must remain unchanged for a term of one hundred and twenty (120) days from the closing date for the receipt of Tenders stated in clause 3.4 or such longer period agreed between any Tenderer and NIA Japan.

4.10 Additional Expenses

NIA Japan shall neither accept nor be liable for any amounts in addition to those set out in the Tender except as may be specifically agreed in writing.

4.11 Material Change

In the event of a materially adverse change to the financial position or the constitution of NIA Japan, NIA Japan agrees to enter into negotiations with the successful Tenderer to establish the terms for the continuing provision of consultancy services which are just and equitable to each party having regard to the terms of the contract.

In the event of a material change to the successful Tenderer during the tender or contract periods NIA Japan reserves the right to terminate the contract upon the giving of ninety (90) days' notice in writing to the successful Tenderer.

4.12 Declaration of Interests

Tenderer shall provide details of any pecuniary or other relevant interests in relation to any matter affecting their Tender or advice to be provided to NIA Japan.

4.14 Materials remain the property of NIA Japan



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4.14.1 Where, during the term of the contract, the successful Tenderer is provided with material of any kind, including but not limited to material such as copies of statutes, manuals, training documents, standard forms, sample documents, evaluation questionnaires or guidelines, such material shall be treated as confidential and shall remain the property of NIA Japan and shall not be copied nor released to any person whatsoever without the prior written approval of NIA Japan unless it is already in the public domain or comes into the public domain for reasons other than

a breach by you of this clause; or

a disclosure, copying or release is made by a third party who has no right to make that disclosure.

Until returned to NIA Japan any and all such material shall be securely stored by the successful Tenderer.

4.14.2 All consultancy related working papers are the property of NIA Japan. Originals are to be provided to NIA Japan at the completion of the Consultancy work of each component identified under Clause 5.1.

5 Scope of Tender

5.1 Tenderer will be required to provide Consultancy Services (including but not restricted to the following):

Deliverables

Providing tangible written materials that are created specifically for and provided to us, including :

Written	Frequency
(1) ESR calculation results (including the figures required to calculate ESR and a report of the calculation results)	Yearly twice
(2) Insurance liability verification report, ESR verification report	Yearly twice
(3) ORSA report	Yearly once

- The above (1) and (2) include the field test to be conducted before the actual implementation of ESR.
- Bidders may choose any or all of the services listed above (1) to (3).
At the discretion of NIA Japan, the number of cycles may be less than the above.

Services

Scope of Consignment

Provide the following services (the “Services”):

The following services related to ESR and ORSA that NIA Japan is required to calculate and prepare reports for under the Insurance Business Act, etc.

- (1) Calculation of ESR
- (2) Verification of ESR and insurance liabilities (must ensure independence from calculation and meet the requirements for the person in charge of verification set out in the Insurance Business Act, etc.)
- (3) Services related to ORSA (including necessary simulations)
- (4) Preparation of reports related to (1) to (3) above
- (5) Answering questions, providing explanations and advice on the above at the request of NIA



Japan

6 Proposal Specification

- 6.1 The Tenderer may be required to attend an interview with the evaluation committee.
- 6.2 NIA Japan reserves the right to decline any proposal at its discretion.
- 6.3 The proposal must include the name, address and legal status of:
 - 6.3.1 If a company, give full name of company, state/territory of incorporation and registered office.
 - 6.3.2 If a partnership, include full name and address of partner authorised to enter into contracts.
 - 6.3.3 If operating under a business name, insert name, address as above of company, partner or individuals, and add "trading as" (insert business name).
- 6.4 The proposal should also outline familiarisation requirements and all other information which Tenderer might consider relevant.
- 6.5 The proposal must outline the Tenderer's particular industry experience relevant to NIA Japan. It is required that a list of major clients be provided and the names of three (3) referees.
- 6.6 The Tenderer shall provide a firm proposal for any anticipated out-of-pocket expenses.
- 6.7 Tenderer shall nominate their credit terms and the frequency of invoicing within their tenders and shall advise what discounts (if any) are available for early payment.
- 6.8 Tenderer will be required to enter into a service agreement with NIA Japan. The service agreement will address:
 - the scope of the arrangement and services to be supplied;
 - commencement and end dates;
 - review and monitoring provisions;
 - pricing and fee structure;
 - service levels and performance requirements (e.g. consider content, frequency, format, timelines, benchmarks);
 - business continuity plans (e.g. consider allowing NIA Japan or expert the opportunity to obtain and review BCP and/or attain a letter of representation);
- 6.9 Subcontracting and offshoring will not be permitted
- 6.10 Tenderer shall provide details of and the mechanisms by which subsequent years fees are to be determined.
- 6.12 The proposal must outline with regards to :-
 - 6.12.1 The core activities described in 5.1 For all the core activities, the scope and objectives for each item listed together with total cost, estimated target dates, and
 - 6.12.2 The methodology to be followed in undertaking such work and the hourly charge out rate to apply.
- 6.13 The Tenderer is required to propose indicators to measure their performance in terms of both: -



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- quality of consultancy services, and
- timeliness of reports etc.

The remedies NIA Japan can expect for failure to meet these standards should also be addressed.

- 6.14 The Tenderer will be required to perform the consultancy service in accordance with Ethical and Statutory pronouncements.
- 6.15 Tenderer is encouraged to advise of any additional points not already covered in the Tender Document which they feel demonstrate their ability to undertake the Consultancy work.
- 6.16 Tenderer is encouraged to be innovative in their service delivery.

7 General

- 7.1 NIA Japan shall assist the Consultant or their employees, by having made available, all accounts, information, documentation, computer programs and printouts and other material necessary to carry out the Consultancy Services.
- 7.2 NIA Japan will provide a space and Basic IT infrastructure, if required, at its premises for personnel of the Consultant whilst the work is in process.
- 7.3 If the services of a specialist or expert outside the field of the Consultant's expertise are required, they should not be engaged without permission of NIA Japan.
- 7.4 The successful Tenderer shall provide the Consultancy Services and carry out those services with all reasonableness skill and care.
- 7.5 The successful Tenderer has discretion as to the manner in which the Consultancy Services are to be performed but shall have regard to the practices and standards issued by FSA, if any, and guidelines provided by NIA Head Office.
- 7.6 The successful Tenderer shall agree with the CEO, NIA Japan upon a timetable setting out the relevant commencement and completion dates for the various stages of the Consultancy and dates for submission of reports.
- 7.7 The successful Tenderer shall notify the CEO, NIA Japan in writing as soon as possible and within seven (7) days of becoming aware that he/she will be unable to meet an agreed completion or submission date.
- 7.8 All fees shall be in Japanese Yen currency and shall include all applicable taxes, stamp duties, consultancy fees and all other costs and expenses. **The fees quoted should be on Annual Basis only and should be provided separately for each deliverable provided under point no. 5.1**
- 7.9 NIA Japan shall neither accept nor be liable for any amounts in addition to those set out in the Tender except as may be specifically agreed in writing.
- 7.10 Prices will be fixed for the contract period.
- 7.11 If a contract is cancelled, the contractor shall have no claim nor shall they make any claims against NIA Japan for any losses which they have incurred as a result of the cancellation of the contract.
- 7.12 NIA Japan reserves the right to withhold the payment of professional fees and impose



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penalty if the services as mentioned in point 5.1 are not provided within the time limits specified or before the extended time limits which are specifically approved by the CEO in writing.

7.13 All content of tender documents will form the contract conditions.

7.14 Quality of Service

7.14.1 The successful tenderer shall be responsible for the quality of all the services provided under this contract.

7.14.2 Should the CEO, NIA Japan or the Chief Manager of Corporate Management ts department advise the successful tenderer of a problem with the quality of any part of the service the successful tenderer should immediately rectify the service as advised at the successful tenderer's **Cost**.

7.21 Claims and Disputes

Should the successful tenderer dispute any order given by the CEO, NIA Japan or the Chief Manager, Corporate Management in connection with the Work, or considers that he/she has a claim for any extra payment from NIA Japan, the successful tenderer shall give notice in writing to the CEO, NIA Japan accordingly within ten (10) days of the occurrence of the events or circumstances giving rise to such dispute or claim. Such notice shall define the claim and/or issue in dispute, and the grounds upon which it is made.

Failure by the successful tenderer to give such notice within the time limit specified shall invalidate such claim or dispute unless otherwise so ruled by the CEO, NIA Japan.

If the successful tenderer is dissatisfied with any determination made by the CEO, NIA Japan, the tenderer may give written notice to NIA Japan within twenty-eight (28) days of the date of the determination requiring that the issue be referred to arbitration, by a single arbitrator agreed upon in writing by both NIA Japan and successful tenderer within one (1) month.

8 Selection Criteria

8.1 Selection of the successful tenderer will be based on:

- Meeting the criteria of the tender
- Price

9 Provision of Supplementary Information

9.1 NIA Japan makes no warranty that the data within this Tender is the total of all information that is or may be required by tenders in order that they might fix their terms.

If supplementary data is desired, all inquiries in this regard should be initially directed via email to the addresses given in point no. 3.2:

9.2 It is expected that the Tenderer will conduct their own research into NIA Japan so that they familiarize themselves with the structure, operations, obligation and liabilities.