

## Sarva Haryana Gramin Bank

H.O. SHGB House, Plot No.1, Sector-3, Rohtak-124001 (Haryana)

## Notice inviting Tenders

## For Group Term Life Insurance Policy for Employees

Sarva Haryana Gramin Bank invites tenders from established Insurers for Group Term Life Insurance policy for employees of the bank. Insurance Companies registered with IRDA having atleast 05 years' experience in the field of Life Insurance in India may upload their bids at GeM portal addressed to the General Manager, Human Resource Development Division, Sarva Haryana Gramin Bank, Head Office, SHGB House Plot No. 1 Sector -3 Rohtak-124001 as per the schedule. All the interested insurance companies are advised to go through the detailed tender guidelines before submitting their proposals **through Gem portal only**. The Bank reserves its right to accept or reject any or all the tenders without citing any reasons whatsoever, at any stage.

- The complete bidding process will be executed through GEM Portal only.
- o Addendum/Corrigendum, if any, to this tender will be published on Bank's website only.
- No Physical Document will be required to submit to Bank.

Last date and Time of submission of bids: 21/03/2024 up to 5:00 pm

Sarva Haryana Gramin Bank HRD Division, Head Office, Plot No. 1, Sector-3, Rohtak- 124001

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#### 1-Bid Document

**Insured:** Sarva Haryana Gramin Bank (SHGB)

Policy: Group Term Life Insurance policy of SHGB Employees

Sarva Haryana Gramin Bank invites bid for Group Term life Insurance Policy from Life insurance companies registered with IRDA through Anand Rathi Insurance Broker Limited (ARIBL), who have been appointed by Bank. The interested insurance companies may submit their bid through the GEM Portal as per the Bid instructions.

- o The complete bidding process will be executed through GEM Portal only.
- o Addendum/Corrigendum, if any, to this tender will be published On Bank's website only.
- o No Physical Document will be required to submit to Bank.

## 2-DISCLAIMER

The information contained in this Bid Document is provided to the Bidder(s) on the terms and conditions set out in this BID document. The BID document contains statements and information that is believed to be true and reliable as on date of issue of BID DOCUMENT but does not support to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine their participation or to enter into a contract or arrangement with Bank in relation to the provision of services.

The BID DOCUMENT is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of duly notified selection process and appropriate documentation between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the BID DOCUMENT process unless and until a formal contract is signed and executed by duly authorized officers of Sarva Haryana Gramin Bank with the Bidder. The purpose of this BID DOCUMENT is to provide the Bidder(s) with information to assist the formulation of their proposals.

This BID DOCUMENT does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this BID DOCUMENT and where necessary obtain independent advice. Sarva Haryana Gramin Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this BID DOCUMENT. Sarva Haryana Gramin Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this BID DOCUMENT.

#### 3- Bid Details in brief

Item	Details
Last date of Query Submission on or before	As per Gem-Portal
Last date of Bid Submission	As per Gem-Portal
Opening of the Technical Bid	As per Gem-Portal
Opening of the financial Bid	On Qualification of Technical Bid

## IEM Details:

- a) Sh. Satish Chander; E-mail ID: satishchander.adg@gmail.com
- b) Sh. Jagdeep Kumar Ghai; E-mail ID: <u>jkghai@gmail.com</u>

## 4 Bid Validity

The Bid should kept valid for 60 days from the date of opening of financial bid.

## 5- Bank's Profile:

Sarva Haryana Gramin Bank came into existence after amalgamation of 2 RRBs namely Haryana Gramin Bank, Head Office, Rohtak (Sponsored by Punjab National Bank) & Gurgaon Gramin Bank, Head Office, Gurgaon (Sponsored by Syndicate Bank) vide Notification dated 29.11.2013. At present, the Head Office of the Bank is at Rohtak. Sarva Haryana Gramin Bank operates in all **22** Districts of Haryana State. Sarva Haryana Gramin Bank is having **680** Branches all over Haryana.

The detail of administrative offices and branches as under:

Sarva Haryana Gramin Bank (As on 20.02.2024)		
Head office	1	
No. of Regional Offices	10	
No. of Branch Offices	680	
Back Office	1	
Currency Chest	2	
No. of Employees	3344	

## **6-Contact SPOC details:**

In case of any additional clarification, feel free to connect the following persons:-

From <u>Sarva Haryana Gramin Bank</u>					
Ms. Sonia	Hohrdshgb@shgbank.co.in	9996176400			
Mr. Pawan	Hohrdshgb@shgbank.co.in	8571806047			
From M/s Anand Rathi Insurance Brokers Ltd					
Ms. Shaifali Goyal	shaifaligoyal@rathi.com	8800283339			
Mr. Viplav Das	viplavdas@rathi.com	8130021531			
Mr. Devendra Singh	devendrasingh1@rathi.com	9713660245			

# 7- Objectives of the BID Document:

Bank intends to take Group Term life Insurance Policy for all employees. The sum-insured values along with policy terms has stated in this document for the one year policy period.

Sarva Haryana Gramin Bank intends to issue this bid document, hereinafter called BID DOCUMENT, to eligible Insurance Companies in India, hereafter called as "Bidders", to participate in the competitive bidding.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

Bank/ Broker Company assume no liability or liability for any cost the bidder may incur in responding to this BID DOCUMENT including travel costs, attending meeting etc.

Note: Any bid received after the target date of the receipt of bids prescribed in GEM Portal, will not be accepted by the Portal. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

# 8. Policy Terms:

1. Insured Name : Sarva Haryana Gramin Bank

2. Communication Address : Head office, SHGB House, Plot no-1, Sector-3, Rohtak

3. Period of Insurance : One Year From the date of premium remittance to Insurance

Company

**4.** Geographical Area of Risk : **24 hours / Worldwide\*** 

**5.** Nature of work : Engaged in various activities of banking

**6.** Description of persons covered: All the Employees of the Bank

7. Sum Insured

Staff Grade

		Employee
Office Assistant &	1231	Rs. 10,00,000/- Per
Office Attendant		employee
All Officers	2113	Rs. 20,00,000/- Per
		employee
Total	3344	

No. OF Employees

8. Total Sum Insured: 5457000000/-( Rs. Five Hundred Forty Five crore & Seventy Lakh Only)

Sum Assured Per

- **9.** AAW (Active at work Clauses): Waived off
- **10.** Free Cover Limit : Maximum Sum Insured Limit ( **Rs 20,00,000**)
- \* If any country which has been excluded by bidder/ insurance co. Please mention the name of country.

**Territory & Jurisdiction**: The policy's territory and jurisdiction shall be worldwide and the policy period is 1 year from the date of remittance of premium.

**Definition of Death:** All types of death to be covered for insured lives from day one of the policy including death due to Terrorist activity / Suicide / Murder/ any type of Accident/ Natural calamity etc.

# **Other Terms & Conditions:**

- **a.** Employees who exit from the Bank during the period of the policy will automatically excluded from the policy.
- **b.** Mid-term additions/deletions on pro-rata basis premium at the rate fixed for the existing employee.
- **c.** Sufficient balance to be maintained in the cash deposit account so that the risk will effect from respective date of joining or from the date of premium payment.
- **d.** The premium will be paid on annual basis.

# 9. Mortality History of last 5 years:

Financial years	Count of Death
2019-2020	08
2020-2021	07
2021-2022	18
2022-2023	4
2023-2024 ( as on 20.02.24 )	6

## **10. Special Conditions:**

- a. Additions and Deletions to be allowed on prorata basis including GST on monthly basis.
- b. Premium payment to be strictly adhere to sec 64VB of the Insurance Act.
- c. The insurance company shall on receipt of a complete set of documents, process the Claim. Any deficiency / additional requirement in the documents submitted shall be sought by the insurance company within 7 working days of receipt of claim documents. All the documents being in order, the insurance company will settle the claim within 15 working days from the date of receipt of documents at insurance co.
- d. No claim will be rejected by the insurer unless it has been decided in a tripartite meeting of The Insurer, the appointed broker, and the Bank.
- e. The policy will not be a limited liability policy.
- f. All other terms and conditions of the policy will be as per the standard GTLI policy of the Company and in conformity with IRDA guidelines.
- g. The Term life cover will be available even in case of death in a Terrorist activity / Suicide / Murder/ any type of Accident/ Natural calamity etc.
- h. Bank reserve the right to vary/add/reduce the Sum Insured even after submission of quotations by the Insurers.
- i. No claim will be denied/rejected because of delay in intimation / documentSubmission.
- j. The policy will remain in force for the entire policy period. The Insurance Company will not cancel the policy midway until its expiry date.
- k. All claims will be settled on scanned documents basis to insurer to waive off physical submission of claim related documents.

#### 11. Claim Documents Criteria -

## A. Listed Claim documents to be provided by the bank to the insurance company:

- i. Claim Form.
- ii. Employee's last salary slip or certificate by the bank of staff declaring the staff in service.
- iii. Attested copy of Death Certificate by bank.
- iv. Letter from Bank certifying the name of the nominee as per bank records.
- v. No documents will be asked other than mentioned above.

# B. Waiver of requirements of following documents for claim processing

- Waiver of police FIR / Punchnama / Visra Report for any nature of claim including Naxalite/terrorist attack/mob violence/riots/Natural Calamity claims.
- ii. Detailed cause of the accident as certified by medical practitioner.
- iii. Any Error in the name/age should be accepted during the claim/monthly endorsement.

# 12. Bidders Eligibility Criteria:

- Insurance company should be registered with IRDA with at least **05** years of experience in the field of Life Insurance in India and its registration/license should be valid as on the date of bidding. Insurer to submit a valid copy of IRDA license.
- Insurance company should have a **gross written premium** of **minimum Rs 1,000** Crores in last financial year 2022-23 from the Indian operations. Kindly attach the audited balance sheet.
- Claim settlement ratio should be above 90% in last 3 financial years ending 2022-23.
- Deviations from BID DOCUMENT specifications: The bidder should submit Nil Deviation letter on the company letterhead (as per annexure B) duly signed by authorized signatory. Bidders are advised not to quote any alternative coverage options / limits/ cover design options.
- Any deviation from the BID DOCUMENT condition would disqualify the bidder.
- Sarva Haryana Gramin Bank reserves the right to accept or reject any or all proposals, to revise the BID DOCUMENT, to request one or more re- submissions from all bidders or clarifications from one or more bidders, or to cancel the process in part or whole.
- The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will, in no case be responsible or liable for any costs for submission of bids.
- The language of the bid response and any communication with the Bank must be in English only.

# **13.** Technical Bidding Instruction:

- i. The Technical Bid must be submitted as per templates as Annexures mentioned in this Bid document.
- ii. The Technical Bid Annexure A, Annexure B, Annexure C, Annexure D, Annexure E and Integrity Pact Annexure F should be completed in all aspects and contain all required information asked for in these documents.
- iii. It should not contain any price information otherwise the same will be liable for rejection.
- iv. The following documents are to be submitted on Gem portal.

1	Eligibility Criteria	Annexure A	Should be submitted duly signed by authorized
			signatories with supporting documents attached
2	Nil Deviation	Annexure B	Nil Deviation letter to be submitted as provided in
	declaration Letter		Annexure B without any deviation in any terms
			and condition to this Bid document. It should be
			submitted duly signed by authorized signatories.
3	Covering Letter (to	Annexure C	Should be submitted as per format prescribed by
	the bank on the		the Bank and should bear the bidders' seal and
	bidder's letter head)		the name, designation and signature of the
			Authorized Signatory of the bidder on the bidder
			letter head
4	Undertaking by Bidder	Annexure D	Should be submitted as per format prescribed
			by the Bank and should bear the bidders' seal
			and the name, designation and signature of the
			Authorized Signatory of the bidder on the
			bidder letter head
5	Technical	Annexure E	Should be submitted as per format prescribed by
	evaluationLetter		the Bank and should bear the bidders' seal and
			the name, designation and signature of the
			Authorized Signatory of the bidder on the bidder
			letter head
6	Integrity Pact	Annexure F	Should be submitted as per format prescribed by
			the Bank and should bear the bidders' seal and
			the name, designation and signature of the
			Authorized Signatory of the bidder on the bidder
			letter head

- A. The bidder's one of the offices must be in **Delhi/NCR/Haryana**.
- B. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.
- C. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- D. The bidders have to submit bids online on GEM Portal within prescribed timeline. The complete tender document duly signed & stamped need to be uploaded by the bidder.

Any Bid beyond the instructions mentioned to this Bid document will not be accepted.

The Bank at its discretion, may extend the deadline for a reasonable period for the submission of Bids.

**Other Terms:** The proposal must clearly mention that it is non-cancellable for any reason other than non-payment of premium.

## 14. Financial Bid submission:

- The financial bid must be submitted in the tab given in GEM Portal only.
- ii Premium quoted should be as per instruction on GEM portal for with or without GST showing on tab.
- iii Opening of the financial bids will be subject to the Bidders getting shortlisted based on technical evaluation.
- iv The rates quoted must be the final and shall be considered firm regardless of actual claims experience as on the policy effective date.

## 15. Bidding Evaluation Process:

- A- The bidders have to submit bids online on GEM Portal within prescribed timeline. The complete bid documents duly signed & stamped need to be uploaded by the bidder on the portal. Any incomplete submission will lead to disqualification of bid.
- B- File containing the above annexures should have the name titled as "Technical bid for Group Term Life Insurance Policy of the Bank"
- C- The financial bid must be submitted in the tab given in GEM Portal only.
- D- No Physical presence for technical and financial bid submission is allowed.
- E- The bidder shall submit all pages/documents duly signed by the Authorized signatory. The signatory should give a declaration and thorough authenticated documentary evidence to establish that he/she is empowered to sign the tender documents. The biding document signed by the Authorized Signatory shall be binding on the insurer.
- F- The bid should contain no interlineations, erasures, or over writings except as necessary to correct errors made by the bidder. In such a case, the person signing the bid should initial such corrections.
- G- The bidder is expected to examine all instructions, forms, terms, conditions, and technical specifications in the bid documents. Failure to furnish any information required by the Bid Document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of the bid.
- H- No rows/ columns of the tender should be left blank. Offers with insufficient information and offers, which do not strictly comply with the stipulations given above are liable for rejection.
- I- It may kindly be noted that a financial bidding process will be followed for the final selection

of the Insurance Company for Group term life insurance cover.

- J- The contract for the Group Term life Insurance Policy will be awarded to the insurer who has submitted the most competitive quote (L1) and has agreed to the coverages and terms and conditions mentioned in the BID Document in totality.
- K- L1 (Lowest) premium considered would be calculated as **Total Premium payable** including GST including all the sections, coverages, and extensions of the policy.

## **16 Bid Document Conditions:**

- a. **Bidder warranties** By submitting a response, the bidder represents and warrants to SHGB / ARIBL that, as at the date of submission:
  - The bidder has fully disclosed to SHGB/ ARIBL in its response all information that could reasonably be regarded as affecting in any way SHGB/ARIBL evaluation of response.
  - II. All information contained in the bidder's response is true, accurate and complete and not misleading in any way.
  - III. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of bidder threatened against or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon SHGB/ARIBL reputation if the response is successful.
  - IV. The bidder will not seek to influence any decisions of Broker & or Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other bidders.
- b. Confidentiality- Bidder must keep confidential any information received from or about SHGB as a result of or in connection with the submission of the response. All information contained in the response or in subsequent communication shall be deemed confidential and may be used only in connection with the preparation of bidder's response. Unless expressly agreed in writing, prior to submission, responses are not confidential and may be used by SHGB in whole or part. SHGB however, will not disclose the information provided by bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally, and at any point of evaluation adselection process, SHGB may require the bidder to execute an NDA (Non Disclosure Agreement) if the bidder has not executed any NDA with SHGB previously.
- c. The BID DOCUMENT is not an offer to contract, nor should it be construed as such. It is a definition of specific SHGB requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. SHGB & ARIBL reserves the right to make no selection and enter into agreement as a result of this BID DOCUMENT
- d. Other rights- Without limiting its rights under any other clause of the evaluation process or at law, and without liability to the bidder or any third party, SHGB may at any stage of the

# evaluation process:-

- i. Require additional information from a bidder.
- ii. Change the structure and timing of the evaluation process.
- iii. Terminate negotiations being conducted with any bidder.
- iv. Extend the timeline for evaluation process.
- v. Negotiation with L1 Bidder.
- e. **SHGB's right to vary** SHGB, through ARIBL reserves the right to vary any aspect of this valuation process, without liability of the bidder. Where SHGB and ARIBL vary any aspect of this evaluation process or the agreement, SHGB/ ARIBL shall notify the bidder of any variation as far as possible.
- f. **Incorporation of responses into agreement** The successful bidder as concluded by SHGB/ ARIBL shall sign a service level agreement. ARIBL and SHGB will incorporate the successful response of the successful bidder into the final service level agreement. ARIBL may require a successful bidder to submit, before negotiation of the service level agreement, details of issues, which may affect the ability to act as a bidder.
- g. **Precedence of documents-** If there are any inconsistency between the terms of this BID DOCUMENT and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this BID DOCUMENT, the terms of the BID DOCUMENT will prevail to the extent of any inconsistency.
- h. **Governing laws & dispute resolution** The BID Document and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the BID DOCUMENT process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of one arbitrator- To be appointed by SHGB. The venue of arbitration shall be **Rohtak.**

# 17. **Bidding Formats (Annexure)**

# Annexure A – Technical Bid

To the Bank on the bidder's letterhead

To,

The General Manager-HRDD Sarva Haryana Gramin Bank Head Office, Rohtak

# **Eligibility Criteria**

Eligibility Criteria for Bidder	Supporting Documents Required	Complied (Yes/No)
Insurance company should be registered with IRDA with at least <b>05</b> years of experience in the field of Life Insurance in India and its registration/license should be valid as on the date of bidding	Copy of license issued by IRDA / Copy of Premium payment receipt for the license.	
Insurance company should have a gross written premium of minimum Rs 1,000 Crores in last financial year 2022-23 from the Indian operations	Self-Declaration to be provided duly signed & stamped on the bidder letterhead along with the supporting document (Audited Balance Sheet) showing the premium figures.	
Claim Settlement Ratio should be more than <b>90</b> % in last 3 financial year ending 2022-23	CA certificate	

**Authorized Signatory** 

(Name, Designation and Seal of the Company)

Date:

Note: All supporting documents in regards to above mentioned eligibility criteria need to be uploaded on the portal duly signed and stamped.

# Annexure B -Technical Bid

# **Nil Deviation Declaration**

To the Bank on the bidder's letterhead

To,

The General Manager HRDD Sarva Haryana Gramin Bank Head Office, Rohtak

Dear Sir,

**Sub:** Response to BID Document in connection with Group Term life Insurance Policy of Sarva Haryana Gramin Bank.

Declaration	Yes/No
We confirm that we offer our technical bid	
to the Bank with NIL deviations with all	
the terms as mentioned in the BID	
DOCUMENT	

If the reply to the above declaration is NO, please mention the deviations

1	
2	
Enclosure:-	
1. Copy of duly signed and stamped B	id Document YES / NO

**Authorized Signatory** 

(Name, Designation and Seal of the Company)

**Date** 

#### Annexure C

# **Covering Letter**

(To the Bank on the bidder's letterhead)

To, The General Manager HRDD Sarva Haryana Gramin Bank Head Office, Rohtak

Dear Sir,

# Sub: <u>Submission of BID Document for Group Term life Insurance Policy of Sarva Haryana Gramin Bank</u>

With reference to the captioned BID Document, having examined and understood the instructions, terms and conditions, we hereby enclose our Bid for Group Term life Insurance Policy of the Bank. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above-referred BID Document.

We further confirm that the information furnished in the proposal, annexure formats etc. is correct. Bank may make at its own discretion inquire for verification of submitted information and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct or false without assigning any reasons thereof.

We have appointed following	Official to	deal wi	th the	Bank in	regard to	Group	Term
lifeInsurance policy:							

lifeInsurance policy:	
Name of the Official:	
Designation:	

E-Mail ID:

Mobile No:

Yours faithfully,

# **Authorized Signatory**

(Name, Designation and Seal of the Company)

Date

# Annexure - D

# **Undertaking by Bidder**

To,
The General Manager-HRDD Sarva Haryana Gramin Bank Head Office, Rohtak  Lindartaking (To be submitted by all Biddows' on their letterhead)
Undertaking (To be submitted by all Bidders' on their letterhead)
We(Bidder name), hereby undertake that
• As on date of submission of tender, we are not blacklisted by the IRDAI/RBI/IBA and / or Central Government / any of the State Governments in India.
<ul> <li>We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our company or in any other way that may affect capability to provide / continue the services to the Bank.</li> </ul>
<ul> <li>We will not hold client responsible for any gaps in Reinsurance support and approvals. (Insurer will not deny coverage due to lack of Reinsurance capacity or approval once the bid is opened).</li> </ul>
Yours faithfully,
Authorized Signatory
(Name, Designation and Seal of
the Company)
Date:

# **Annexure E**

(To the Bank on the bidder's letterhead)
<b>Technical Evaluation Letter</b>
To,
The General Manager-HRDD Sarva Haryana Gramin Bank Head Office, Rohtak
Dear Sir,
Sub: Response to BID DOCUMENT in connection with Group Term life Insurance Policy of Sarva Haryana Gramin Bank.
We confirm that we offer our bid to the Bank with acceptance of Technical Evaluation terms as mentioned in the BID Document.
Authorized Signatory
Name,
Designation and Seal of the Company

Date:

#### Annexure F

(To the Bank on the bidder's letterhead)

## **Integrity Pact Format Pre Contract Integrity Pact**

This	pre-bid	contract	Agreement	(herein	after	called	the	Integrity	Pact)	is
made		on		_day of the				1	month	
20		be	tween Sarva H	Iaryana Gran	nin Ban	k, a Regio	nal Ru	ral Bank bo	dy constit	tuted
after a	malgamati	on through	Gazette Notif	ication dated	d 29.11	.2013 issu	ied byt	he Govern	ment of I	India
(Banki	ng Divisio	n), in exerci	se of powers c	onferred und	der RRI	3 Act, 197	6 spons	sored by Pu	ınjab Nati	ional
Bank c	arrying on	Banking Bu	usiness and ha	ving its Hea	d Office	e at Plot N	Vo. 1. S	ector 3, Ro	htak. 124	-001,
(Harya	na) hereina	after referre	d to as "The l	Principal" w	hich ex	pression s	hall me	an and incl	ude unless	s the
contex	t otherwise	requires, it	s successors ir	n office and	assigns	of the Firs	st Part.			
	And									
M/s			ha	aving it	s re	egistered	of	fice at	Ī	
-			Here	inafter refer	red to	as "The	Bidder	Contractor	", express	sion
shall n	nean and i	nclude unle	ss the context	otherwise 1	requires	, successo	ors and	permitted	assigns of	fthe
Second	l part.									

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for... 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 principlesmentioned above.

## **Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption andto 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 theBidder(s) 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 person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal willinform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s)commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise orgive 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 the 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)/Contractor(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)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, orpass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(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. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indianagent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends 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 offences outlined above or be an accessory to such offences.

# 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 processor take action as per the procedure mentioned in the "Guidelines on banning of business dealings".

# **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 the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recoverfrom 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 transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti- corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in" Guidelines on Banning of business dealing".

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

- (1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- (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 the 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 Sub contractor, 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 to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Sarva Haryana Gramin Bank.

- (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 Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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 in form MD & CEO, Punjab National Bank and recues 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 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 so 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-bindingrecommendations. 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, Sarva Haryana Gramin Bank 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, Sarva Haryana Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Sarva Haryana Gramin Bankhas not, within the reasonable time taken visible action to proceed against such offence or reportedit to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the CentralVigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

## **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12months 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 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, Sarva Haryana Gramin Bank.

# **Section 10- Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the" Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements

have not been made.

- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partnersor consortium members.
- (5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)(Office
Seal)	(Office Seal)
Place	
Date	
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

F	IN	IAN	<b>ICIAL</b>	BID	FOR	MAT

To,

The General Manager-HRDD Sarva Haryana Gramin Bank Head Office, Rohtak

Sub: Financial Bid for Group Term Life Insurance Policy of Sarva Haryana Gramin Bank.

S.N.	Group Term Life Insurance Policy for Sarva Haryana Gramin Bank			
		No. Of Emp.**	Sum Insured	
1.	Office Assistant & Office	1231	Rs.10,00,000/- Per employee	
	Attendant			
2.	All Officers	2113	Rs.20,00,000/- Per employee	
3.	Total	3344	Rs. 5,45,70,00,000	
4.	Rate ( Per Thousand)			
5.	Net Premium	Rs.		
6.	Add Goods & Services Tax @ 18%	Rs.		
7.	Total Premium payable including GST	Rs.		

<b>Fotal Premium payable in words:</b>	•••••
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L 1 Bidder will be finalized on the basis of lowest total premium inclusive of GST as per serial no 7 of the financial bid.

Note: Financial bid format is not to be submitted along with the technical bid documents.

<sup>\*\*</sup> Number of employee is tentative. Exact list of employees will be provided to the L1 Bidder at the time of issuance of the policy.

For and on Bel	alf of Insurance con	npany			
Name of Author	orized Signatory				
Designation					
Company Seal					
End of RFP					
	XXXXXXXXX	X End of BID D	ocument XXXX	XXXXX	