

## **REQUEST FOR PROPOSAL [RFP]**

## FOR

## "GROUP PERSONAL ACCIDENT INSURANCE POLICY TO CANARA BANK EMPLOYEES"

Issued by: Canara Bank, Head Office,IR Section, Human Resources Wing, 112,J C Road, Bengaluru -560 002 Phone No - 080- 22116923,22116914, 22116921 Email Id - terminsurance@canarabank.com

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## A. BID SCHEDULE & ABBREVIATIONS

#### a. BID SCHEDULE

		Details	
1.	RFP No. and Date	CB/IR/GPAI/4595/2020 dated 02/12/2020	
2.	Name of the Wing	HUMAN RESOURCES WING - IR SECTION	
3.	Brief Description of the RFP	Group Personal Accident Insurance Cover to Canara Bank Employees on un-named basis.	
4.	Bank's Address for Communication	Chief General Manager Canara Bank, Head Office HR Wing 112, J C Road, Bengaluru -560 002 Assistant General Manager, Canara Bank Head Office IR Section, HR Wing, Tel - 080- 22116923, 22116914, Email: terminsurance@canarabank.com	
5.	Date of Issue of RFP	2/12/2020, Wednesday	
6.	Last Date, Time and Venue for Submission of Bids	22/12/2020, Tuesday upto 11:00 AM Venue: Canara Bank, IR Section, Human Resources Wing, 112, J C Road, Bengaluru -560 002.	
7.	Date, Time & Venue for opening of Part A- Conformity to Technical Proposal.	22/12/2020, Tuesday at 11:30 AM Venue: Canara Bank, Head Office IR Section	
8.	Date and time for opening of Part-B-Commercial Bid	will be informed at a later date.	
9.	Pre-Bid Meeting Date & Time	<ul> <li>1. Pre-bid meeting will be held on 09/12/2020, Wednesday at 3.00 PM.</li> <li>Venue: Canara Bank, Head Office <ul> <li>IR Section, Human Resources Wing, 112, J C Road, Bengaluru -560 002.</li> </ul> </li> <li>Those who are interested in participating the prebid meeting should share the scanned copy of authorization and Valid ID Card of the participant by email to terminsurance@canarabank.com. (Physical copy should be carried while attending the pre-bid meeting)</li> <li>2. Pre bid queries should be submitted as per Appendix-C.</li> <li>3. Pre-bid Queries should be sent to E-mail</li> </ul>	

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		terminsurance@canarabank.com and must reach us on or before 07/12/2020, Monday at 3.00 pm. Subject of the email should be given as "Pre Bid Queries for RFP- CB/IR/GPAI/4595/2020 dated 02/12/2020". Queries reaching afterwards will not be entertained.
10.	Other Details	<ol> <li>The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</li> <li>Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website <u>https://canarabank.com/tenders.aspx</u>.</li> <li>No suggestions or queries shall be entertained after pre-bid meeting.</li> </ol>
This document can be downloaded from following website <u>https://canarabank.com/tenders.aspx</u> , <u>https://eprocure.gov.in/epublish/app</u> . Any amendments, modifications, Pre Bid replies & any		

communication etc. will be uploaded in the Bank's website only (i.e. <u>https://canarabank.com/tenders.aspx</u>). No individual communication will be sent to the individual bidders.

#### DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are gualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara 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 RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<u>http://canarabank.com/english/announcements/tenders</u>) and it will become part and parcel of RFP.

Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all theRequest forProposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

### Abbreviations used in this Document:

SN	Short Text	Abbreviations
1.	IR	Industrial Relation
2.	GST	Goods and Service Tax
3.	НО	Head Office
4.	HTTP	Hyper Text Transfer Protocol
5.	HTTPS	Hyper Text Transfer Protocol Secure
6.	NEFT	National Electronic Funds Transfer
7.	NI Act	Negotiable Instruments Act
8.	PERT	Project Execution and Review Technique
9.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
10.	RTGS	Real Time Gross Settlement
11.	CSI	Capital Sum Insured
12.	GPAI	Group Personal Accident Insurance

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### B. INTRODUCTION

#### 1. About Canara Bank

- 1.1. CANARA BANK is a fourth largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. AmmembalSubba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru.
- **1.2.** The Bank is having pan India presence of more than 10391 branches, 24 Circle offices and 176 Regional Offices situated across the States. The bank also has offices abroad in London, Hong Kong, Moscow, Shanghai, Dubai, Tanzania and New York. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020.
- **1.3.** The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

#### 2. Definitions

- **2.1.** 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in Paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it successors and permitted assigns.
- **2.2.** 'RFP' means Request for Proposal for "Group Personal Accident Insurance Cover to Canara Bank Employees".
- **2.3.** 'Bidder' means a Vendor/ Insurance Company submitting the proposal in response to the RFP.
- **2.4.** 'Solution' means providing "Group Personal Accident Insurance Cover to Canara Bank Employees" in Canara Bank.
- **2.5.** 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- **2.6.** 'Successful Bidder'/ 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

#### 3. About RFP

The Bank intends to procure Group Personal Accident Insurance Policy from the selected bidder for a period of One Year, for its employees. The Policy should cover all its employees at any given point of time, for the sum insured, in the event of any kind of accidental death, Permanent Total Disablement (PTD), Permanent Partial Disablement (PPD) and Temporary Total Disablement (TTD). In this connection, Bank invites sealed offers ('Conformity to 'Technical Proposal' and 'Commercial Bid') for procurement of Group Personal Accident Insurance Policy for Canara Bank Employees as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.



#### 4. Objective

- **4.1.** Bank proposes to renew Group Personal Accident Insurance of Canara Bank Employees from a Service Provider who can offer a suitable and cost effective Group Personal Accident Insurance of Canara Bank Employees.
- **4.2.** The Bank is looking at a highly professional relationship with the service provider who shall implement the Group Personal Accident Insurance of Canara Bank Employees.

#### 5. <u>Requirement Details</u>

- **5.1.** Bank invites sealed offers ('Conformity to Technical Proposal' and 'Commercial Bid') for procurement of Group Personal Accident Insurance Cover of Canara Bank Employees for Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- **5.2.** The term of contract will be open for a period of One (1) year.

#### 6. <u>Technical Criteria</u>

- **6.1.** A Vendor/Insurance Company submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Providing Group Personal Accident Insurance Cover to Canara Bank Employees shall hereinafter be referred as "Solution".
- **6.2.** Interested Bidders, who can provide Group Personal Accident Insurance cover to Canara Bank Employees and meet the Eligibility Criteria as per **Annexure-2** may respond.
- **6.3.** Non-compliance to any of Technical proposal would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for Technical evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Technical Criteria Compliance". Any credential detail mentioned in "Technical Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- **6.4.** The Bidder shall adhere to the guidelines issued by RBI and other Regulatory bodies. The bidder should also maintain confidentiality of information shared with them during the tenure of the project.
- 6.5. The Broad Scope of work shall include but not be limited as mentioned in Annexure-6.The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope



### C. <u>DELIVERABLES& SERVICE LEVEL AGREEMENTS (SLAs)</u>

#### 1. Acceptance

- **1.1.** Bank will evaluate the offer of Group Personal Accident Insurance policy for Canara Bank Employees by the bidder, as per the requirements of the RFP and found in order, then Bank will accept the offer.
- **1.2.** After the Group Personal Accident Insurance of Canara Bank Employees has been accepted by the Bank and the bidder is announced as a successful bidder, the Bidder may submit a performa invoice for issuance of the Payment.

#### 2. Payment Terms

- **2.1.** Premium will be paid by Canara Bank to the Insurance Company on behalf of Insured Members.
- **2.2.** The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. All the applicable taxes shall be paid as extra.



### D. <u>BID PROCESS</u>

#### 1. Clarification to RFP and Pre-Bid Queries

- **1.1.** The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under <u>Appendix-C.</u>
- **1.2.** All communications regarding points requiring clarifications and any doubts shall be given in writing to the Chief General Manager, Canara Bank, Head Office, IR Section, Human Resources Wing,112, J C Road, Bengaluru -560 002 or an email can be sent to <u>terminsurance@canarabank.com</u> by the intending bidders as per the schedule.
- **1.3.** No queries will be entertained from the bidders after the above date and time mentioned in "BID SCHEDULE".
- 1.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- **1.5.** No oral or individual consultation will be entertained.

#### 2. Pre-Bid meeting

- **2.1.** A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the prebid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of One (1) representative (due to current pandemic situation) from each Bidder to participate in the pre-bid meeting.
- **2.3.** Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4. Canara Bank has appointed & authorized M/s Anand Rathi Insurance Brokers Ltd as insurance broker for the purpose of this RFP and they may address the technical queries of the bidders.
- **2.5.** The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- **2.6.** Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

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#### 3. Amendment to Bidding Document (Corrigendum and or addendum)

- **3.1.** At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- **3.2.** Notification of amendments will be made available on the Bank's website only (i.e. <u>www.canarabank.com</u>) and will be binding on all bidders and no separate communication will be issued in this regard.
- **3.3.** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

#### 4. Bid System Offer

This is a two bid system which has following 2 (Two) parts:

- **4.1.** <u>Part A-Conformity to Technical Bid / Criteria:</u>Indicating their compliance to Technical Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- **4.2.** <u>Part B-Commercial Bid:</u> Furnishing all relevant information as required as per Commercial bid as per Annexure-9. The format for submission of Commercial Bid is as per Appendix-B.

#### 5. <u>Preparation of Bids</u>

- **5.1.** The Bid shall be typed with font size of 12 and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature (not initials) in all pages of the Bids, except for un-amended printed literature.
  - 5.1.1. The two parts as stated above, should be placed in two separate envelopes superscribed with 'Conformity to Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the two envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for RFP No. CB/IR/GPAI/4595/2020 dated 02.12.2020 for Group Personal Accident Insurance Policy for Canara Bank Employees " (includes separately sealed 'Conformity to Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Chief General Manager, Canara Bank,Head Office, IR Section, Human Resources Wing,112, J C Road, Bengaluru -560 002.
  - **5.1.2.** All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
  - **5.1.3.** All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

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#### 5.2. Part A- Conformity to Technical Proposal:

- **5.2.1.** Before submitting the bid, the bidders should ensure that they confirm to the Eligibility criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- **5.2.2.** Technical Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.
- **5.2.3.** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- **5.2.4.** The Bank shall not allow / permit changes in the technical proposal once it is submitted.
- **5.2.5.** The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-A**. The Part A-Technical Proposal should be complete and should cover the details sought for.
- 5.2.6. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Technical Proposal for RFP No. CB/IR/GPAI/4595/2020 dated 02.12.2020 for Group Personal Accident Insurance Policy for Canara Bank Employees "

#### 5.3. Part B-Commercial Bid:

- **5.3.1.** Commercial Bid should be submitted as per the instruction in **Appendix-B**.
- **5.3.2.** Commercial Bid shall be submitted as per Commercial bid and other terms and conditions of RFP on prices. Commercial bid should give all relevant price information as per **Annexure-9**. Any deviations from the Commercial bid / non submission of prices as per the format shall make the bid liable for rejection.
- **5.3.3.** Under no circumstances the Commercial bid should be kept in Part-A (i.e.Conformity to Technical Proposal) Cover. The placement of Commercial bid in Part A (i.e. Conformity to Technical Proposal) cover will make bid liable for rejection.
- **5.3.4.** Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- **5.3.5.** Any change in the Commercial bid format may render the bid liable for rejection. The Commercial Bid that are incomplete or conditional are liable to be rejected.
- **5.3.6.** TheBidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.3.7. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B-Commercial Bid for RFP No. CB/IR/GPAI/4595/2020 dated 02.12.2020 for Group Personal Accident Insurance Policy for Canara Bank Employees ".



#### 6. Costs & Currency

The Offer must be made in Indian Rupees only as per Commercial bid as per Annexure-9.

#### 7. Erasures or Alterations

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

#### 8. <u>Assumptions/Presumptions/Modifications</u>

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and will be published. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

#### 9. <u>Submission of Bids</u>

- **9.1.** The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- **9.2.** The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** on the Date & Time and at the Venue specified in the Bid Schedule.
- **9.3.** If the last day of submission of bids is declared as a holiday under NI Act by the Governmentsubsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 9.4. <u>Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.</u>
- **9.5.** If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- **9.6.** The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
MR. SHIV RAM MISHRA	MR. MANU PANDEY
Divisional Manager	Assistant General Manager
Canara Bank, Head Office,	Canara Bank, Head Office,
IR Section, Human Resources Wing,	IR Section, Human Resources Wing, 112, J C
112, J C Road, Bengaluru -560 002.	Road, Bengaluru
Tel - 080- 22109715, 22116914,	560 002.
22116921	Tel - 080- 22116923, 22116914, 22116921

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#### 10. Bid Opening

- **10.1.** The **Part A-Conformity to Technical Proposal** shall be opened, on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- **10.2.** Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (**Appendix-F**) enclosed.

#### Note: Authorisation letter should be carried in person.

- **10.3.** Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- **10.4.** The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working.
- **10.5.** The following details will be announced at the time of bid opening.
  - **10.5.1.** Name of the Bidders.
  - **10.5.2.** Such other details as the Bank at its discretion may consider appropriate.
- **10.6.** The **Part A-Conformity to Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A and Technical Criteria stipulated in RFP document.
- **10.7.** The Commercial Bid of only those bidders who are qualified in **Part-A Technical Proposal** will be opened for Commercial Bid evaluation process.



## E. <u>SELECTION OF BIDDER</u>

#### 1. Preliminary Scrutiny

- **1.1.** The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- **1.2.** Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

#### 2. <u>Clarification of Offers</u>

**2.1.** During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will be published and it should be submitted within the time frame stipulated by the Bank.

#### 3. Evaluation of Bids

**3.1.** The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

#### 3.2. Part A-Conformity to Technical Proposal:

The Part A- Conformity to Techncial Proposal submitted by the bidder will be evaluated based on <u>Technical Criteria</u> and on the documents submitted as per Appendix-A of RFP. The proof of documents should be submitted as per Appendix-A and it will be evaluated by the Bank and Bank will seek clarification, if required.

#### 3.3. Part B-Commercial Bid:

The Part B- Commercial Proposals of only those bidders who qualified in <u>Part A-</u><u>Technical Proposal</u> will be opened with due communication by the Bank. The <u>Part</u><u>B-Commercial Bid</u> submitted by the bidder will be evaluated based on Commercial bid submitted by the Bidder.

The bidders have to compulsorily quote for all the Two Plans detailed in Commercial Bid. Bank will decide the option of availing One Plan among the Two Plans for which the Bidders have quoted and Banks decision will be final.

Accordingly, L1 will be arrived Plan wise and Bank will have absolute right to avail One Plan among the Two Plans with the L1 Vendor quoting lowest quote for the subject Plan.



#### 4. Intimation to Qualified/Successful Bidders

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

#### 5. Determination of L1 Price

- **5.1.** L1 Price will be determined after giving effect to arithmetical correction, if any.
- **5.2.** The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid as stated in Clause 3.3.
- **5.3.** However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- **5.4.** The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- **5.5.** The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- **5.6.** The bidder who is L1 will be referred to as the selected bidder.
- **5.7.** In case, more than one insurance company becomes the L1 bidder then bank will have the right to renegotiate with those insurance companies.

#### 6. <u>Claim Process -</u>

- **6.1.** The bank may insist L1 bidder to arrange for the dashboard on claims to view at any given point of time on the number of claims reported/settled/outstanding.
- 6.2. No claim can be rejected on account of delay in submission of claim documents
- **6.3.** Bank reserves the right in case of any claim to be settled by the insurance company to their Centralized banking account instead of settling directly to the claimant account.
- **6.4.** In case, the claim documents are confidential in nature or volume involved, then the insurer may have to visit the insured office to verify such original documents and the provision should also be kept open for submission of claim documents through email or hard copies or by courier/post directly to the insurance company by the insured .
- **6.5.** In case of any shortfall/deficit documents, the insurance company should inform the bank within 6 working days.

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- **6.6.** The SPOC should be provided by the insurer for all the claims and grievances concerned to the insured
- **6.7.** The TAT for answering the queries for the insurance company would be 06 (Six) working days
- **6.8.** The bank may also insist for the online helpdesk to assist any queries.

### F. OWNERSHIP & AWARDING OF CONTRACT

#### 1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 90 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

#### 2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

#### 3. Project Ownership

If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.

#### 4. <u>Acceptance of Offer</u>

- **4.1.** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- **4.2.** The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- **4.3.** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.



**4.4.** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

#### 5. Award of Contract

- **5.1.** Bank will notify the name of the selected bidder/s by displaying in the Notice Board and publishing in website of the Bank.
- **5.2.** For award of contract, the clauses shall be applicable in addition to other provisions in the bidding document in this regard
- **5.3.** The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- **5.4.** The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.
- **5.5.** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

#### 6. Effective Date

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

#### 7. Pricing

- **7.1.** The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST(CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Commercial bid.
- **7.2.** The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- **7.3.** No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- **7.4.** Applicable Taxes will be paid at actuals except for any statutory or regulatory taxes imposed by the Central Govt during the tenure of the policy

#### 8. Order Cancellation/Termination of Contract

**8.1.** The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in terms of the contract, in the event of one or more of the following conditions:

- **8.1.1.** Delay in delivery of services in the specified period.
- 8.1.2. Serious discrepancies noted in the inspection.
- 8.1.3. Breaches in the terms and conditions of the Order.
- **8.2.** The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
  - **8.2.1.** Non submission of acceptance of order within 7 days of order.
  - **8.2.2.** Excessive delay in execution of order placed by the Bank.
  - **8.2.3.** The selected bidder commits a breach of any of the terms and conditions of the bid.
  - **8.2.4.** The bidder goes in to liquidation voluntarily or otherwise.
  - **8.2.5.** An attachmentis levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - **8.2.6.** The progress made by the selected bidder is found to be unsatisfactory.
  - **8.2.7.** If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- **8.3.** Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- **8.4.** In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- **8.5.** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills, if any, under this contract.



## G. GENERAL CONDITIONS

#### 1. <u>General Order Terms</u>

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any reorganization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

#### 2. <u>Responsibilities of the Selected Bidder</u>

- **2.1.** The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the Contract period.
- **2.2.** The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during Contract period and the selected Bidder shall provide the same.
- **2.3.** The selected bidder shall submit updated Escalation Matrix for the product/services on **a Half-Yearly basis** as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during the Contract Period.

#### 3. <u>Responsibility for Completeness</u>

- **3.1.** The bidder shall ensure that the Group Personal Accident Insurance of Canara Bank Employees meets all the technical and functional requirements as envisaged in the scope of the RFP.
- **3.2.** The bidder shall deliver Group Personal Accident Insurance of Canara Bank Employees as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at bidder's cost as per accepted time schedules.
- **3.3.** The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

#### 4. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

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#### 5. <u>Negligence</u>

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

#### 6. Assignment

- **6.1.** The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- **6.2.** If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

#### 7. Publicity

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

#### 8. Confidentiality and Non-Disclosure

- **8.1.** The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-5**.
- **8.2.** No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

#### 9. Indemnity

- **9.1.** The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (includingstatutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
  - **9.1.1.** The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

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- **9.1.2.** Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- **9.2.** The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.
  - **9.2.1.** All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
  - **9.2.2.** The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
  - **9.2.3.** All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

#### 10. <u>Responsibilities of the Bidder</u>

By submitting a signed bid/response to this RFP the Bidder certifies that:

- **10.1.** The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for restricting competition.
- **10.2.** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- **10.3.**No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- **10.4.** Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- **10.5.** The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of

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the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

#### 11. Corrupt and Fraudulent Practices

- **11.1.**As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- **11.2.** "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- **11.3.** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- **11.4.** The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- **11.5.** The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- **11.6.** The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 11.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- **11.8.** The selected bidder shall ensure compliance of CVC guidelines issued or to be issuedfrom time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.



#### 12. Adoption of Integrity Pact

- **12.1.** The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- **12.2.** Only thosebidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- **12.3.** The Bidders shall submit signed Pre Contract integrity pact as per **Appendix-D** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the aboveare liable for rejection.
- **12.4.** ForeignBidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- **12.5.** Bidders to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- **12.6.** Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- **12.7.** The Integrity Pact Agreement submitted by the bidder during the Bid submissionwill automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- **12.8.** Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- **12.9.** Integrity pact shall be signed by the person who is authorized to signed the Bid.
- **12.10.** The Name and the contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Rakesh Jain, IA&AS (Retd.)	Shri. D R S Chaudhary, IAS (Retd.)
Rakeshjain18@hotmail.com	Dilip.chaudhary@gmail.com

#### 13. Amendments to the Purchase Order

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

#### 14. Modification/Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of



such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

#### 15. Social Media Policy

- **15.1.**No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- **15.2.** The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
  - **15.2.1.** Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - **15.2.2.** Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures."

#### 16. <u>Resolution of Disputes</u>

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

#### 17. Legal Disputes and Jurisdiction of the court

- 17.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- **17.2.** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in **Bengaluru** and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

#### CHIEF GENERAL MANAGER

#### <u>Annexure-1</u>

#### Bid Covering Letter

#### [On Firm's / Company's letter head] (to be included in Part A - Conformity to Technical Proposal Envelope)

Reference No:

Date:

The Chief General Manager Canara Bank IR Section, HR Wing HO: Bengaluru

Dear Sir,

#### SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees.

#### **Ref: RFP No.** CB/IR/GPAI/4595/2020 dated 02/12/2020

We have examined the above mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per RFP as per timelines mentioned in the RFP.

If our offer is accepted, we undertake to provide the insurance coverage to Canara Bank Employees and related services as per the above referred RFP, during contract period.

We agree to abide by this offer until 90 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and



non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date

Signature with sealName:Designation:



#### Annexure-2

#### **Eligibility Criteria Declaration**

[Note: These details should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

The Chief General Manager Canara Bank Head Office IR Section, HR Wing HO: Bengaluru

SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

**Ref:** Your RFP CB/IR/GPAI/4595/2020 dated 02/12/2020

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

	SI. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
CONSTITUTION	a)	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should be in existence for at least 5 years and should be in line of business providing General Insurance during the said period.	Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited	
IRDA	b)	The bidder must be an IRDA authorized Insurance companies with minimum of 5 years of existence in General Insurance Business in INDIA as on 31.03.2020.	A copy of IRDA Certificate to be submitted	

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	c)	The bidder should have minimum Paid- up/Equity Capital of Rs.100 Crores as on 31 <sup>st</sup> March 2020.	Bidder has to submit the Copy of Audited Balance Sheet for the financial year ending 31 <sup>st</sup> March 2020.
			And
			Bidder must produce a certificate from the Company's Chartered Accountant/s to this effect.
Щ			The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.
& EXPERIENCE	d)	Total Gross written Premium collection should be more than INR 1000 crores during the financial year 2019-20.	Bidder must produce a certificate from the Company's Chartered Accountant/s to this effect.
FINANCIALS			The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.
	e)	The bidder should have proven experience of managing Group Personal Accident Insurance Policy for Public Sector Banks/ Public Sector Undertakings for a group size of at least 50000 during the last two financial years (2018-19 and 2019-20)	Copies of Work Orders/ Agreements with PSU Banks/PSUs on the company's letterhead clearly stipulating the group size should be furnished.
	f)	The bidder should have proven experience of insuring lives of One Lac people in total under group personal accident insurance scheme during the last financial year 2019-20.	Bidder must produce a certificate from the Company's Chartered Accountant/s to this effect.
			The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.

g)	The bidder should have a minimum claim settlement ratio of above <b>90%</b> during the last financial year 2019- 2020 in GPAI.	Bidder must produce a certificate from the Company's Chartered Accountant/s to this effect. The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	
h)	The bidder should have the minimum solvency ratio of 1.5% as on 31st March 2020	Bidder must produce a certificate from the Company's Chartered Accountant/s to this effect. The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	
i)	The applicant should have Branch Office in Bengaluru for support.	The Bidder has to provide their existing Branch details like local Contact Person Name, Address, Mobile No, Email-id etc.	

सिंडिकेट Syndicate

j)	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or	A declaration on Company Letter Head stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered." to be submitted".	
	g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above		

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with sealName:Designation:



#### Annexure-3

#### **Bidder's Profile**

#### [On Firm's / Company's letter head] (to be included in Part A - Conformity to Technical Proposal Envelope)

SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

Ref: RFP No. CB/IR/GPAI/4595/2020 dated 02/12/2020

Sl. No.	Particulars		Details
a)	Name of the Bidder Firm/Company		
b)	Registration with IRDA		
c)	Constitution (Ltd./ Pvt. Ltd/Firm)		
d)	Date of Incorporation and / or Commencement of business		
e)	Certificate of Incorporation (CIN)		
f)	Address of Corporate Office		
g)	Address of the Registered Office		
	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
h)		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	

		Email address
	Particulars of the Secondary Contact Person	Name
÷		Designation
i)		Mobile Number
		Email address
j)	Firm / Company Website address	
	Firm/Company PA Firm/Company GS <u>Beneficiary Bank I</u> Beneficiary Name	T Number <u>Details</u>
k)	IFSC Code	ount (Current/OD/OCC etc.) Name &Branch address

Date

Signature with sealName:Designation:



#### Annexure-4

#### Track Record of Past Implementation of Insurance provided

[On Firm's / Company's letter head] (to be included in Part A - Conformity to Technical Proposal Envelope)

SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

Ref: RFP No. CB/IR/GPAI/4595/2020 dated 02/12/2020

Name of the Bidder\_\_\_\_\_

List of Bidder's Major Customers in Last 3 Years and References

SI. No.	Name of the Client/s where Group Personal Accident Insurance/provided/implem ented	Contact Person's Name and email ID	Telephone Number / Mobile Number	Postal Address with Pincode
1	2	3	4	5

(Enclose necessary documentary proof)

Date

Signature with sealName:Designation:



#### Annexure - 5

#### Non-Disclosure Agreement

#### [On Firm's / Company's letter head]

## SUB: REQUEST FOR PROPOSAL [RFP] FOR "GROUP PERSONAL ACCIDENT INSURANCE COVER TO CANARA BANK EMPLOYEES"

WHEREAS, we, \_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_, hereinafter referred to as the vendor/bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the purchase order to Canara Bank, having its office at 112, JC Road, Head Office, Bengaluru -560006 hereinafter referred to as the BANK and,

WHEREAS, the vendor understands that the information regarding the Bank's Infrastructure shared by the BANK in their purchase order is confidential and/or proprietary to the BANK, and

WHEREAS, the vendor understands that in the course of submission of the offer for the subject purchase order and/or in the aftermath thereof, it may be necessary that the vendor may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, in order to induce the BANK to grant the vendor specific access to the BANK's property/information. The vendor will not publish or disclose to others, nor, use in any services that the vendor performs for others, any confidential or proprietary information belonging to the BANK, unless the vendor has first obtained the BANK's written authorization to do so.

The vendor agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the vendor for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK. The vendor shall not, without the BANKs written consent, disclose the contents of this purchase order or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the vendor for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with seal: Name : Designation :



#### Annexure- 6 Scope of Work

#### SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees.

Ref: RFP No. CB/IR/GPAI/4595/2020 dated 02/12/2020

Benefits	Total Sum Insured (Rs.)	Bidder Compliance (Yes/No)
Accidental Death (Only for the Plan - A as per the below table)	100% of CSI	
Permanent Total Disability (PTD)	150% of CSI	
Permanent Partial Disability (PPD)	( As per the Table given below)	
Temporary Total Disability, Temporary partial disability.( Weekly benefit)	Rs. 5000/- per week for up to 104 weeks.	
Dependent Child Education Benefit Amount Payable per year per child Number Of Years Payable : Per year Number of children Payable : 2 Children	Amount payable per year per child number of years payable: per year number of children payable: 2 children. : Rs. 10,000/- per child below age of 19 years.	
Medical Expenses	per event / per person upto 10% of capital Sum Insured (CSI)	
Ambulance Charges	Max INR 3000 per case.	
Body Repatriation Cost	Max INR 15000 per case	
Terrorism Naxalite/Militant Activities to be covered	As per Sum Insured	
Death due to Animal Bite/Insect Bite/snake bite to be covered	As per Sum Insured	

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Services on duty with any armed force (Territorial Army)	As p

Permanent Partial Disability - If an employee met with an accidental bodily injury during the policy period that causes permanent partial disability within 12 months, the insurance company will pay the percentage of sum assured shown in the table below:

Permanent Partial Disability	Amount Payable of Percentage of CSI
An arm at the shoulder joint	70
An arm above the elbow joint	65
An arm beneath the elbow joint	60
A hand at the wrist	55
A thumb	20
An Index finger	10
An other finger	5
A leg above the mid thigh	70
A leg upto mid thigh	60
A leg upto beneath the knee	50
A leg upto mid calf	45
A foot at the ankle	40
A large toe	5
Any other toe	2
An eye	50
Hearing of one ear	30
Hearing of both ears	75

# केनरा बैंक Canara Bank

Sense of smell	10
Sense of taste	5

SI. No.	Other Terms and Conditions under Group Personal Accident Policy for Canara Bank Employees	Bidder Complian ce (Yes/No)
1.	Group Personal Accident Insurance Policy to be offered for a period of One year (Period from 01/01/2021 to 31/12/2021).	
2.	The insurance cover will be valid for a period of one year subject to renewal thereof; the policy will be for existing as well as new employees of Canara Bank It should also cover all its employees at any given point of time.	
3.	The minimum and maximum age of the employees will be 18 years and 60 years (up to the last day of month of superannuation) respectively.	
4.	The claim in case of a newly appointed recruit should not be rejected merely on the ground that addition intimation was missed out to the insurance company when there is a sufficient CD balance maintained by the insured.	
5.	All addition and deletion will be done on monthly basis and Bank has to maintain the CD Account for the coverage since the joining of the employee.	
6.	All claims where accident has occurred within the policy period and Accidental death/ PTD/ PPD has occurred within the policy period or after the expiry of the policy, but within twelve calendar month from the date of accident shall be entertained by the insurance company.	
7.	In the event of missing person declared dead by the governing authority then in such situation the claim should be settled by the insurance company on the basis of FIR, Claim form and Claim intimation	
8.	Payment of premium amount in respect of insured personnel shall be made by the Bank on a yearly basis.	
9.	All the documents being in order, the Insurance Company will settle the claim within 15 working days from the date of receipt of documents. In case of unexplained delay of beyond 30 working days, the Insurance Company shall pay interest @2% above the prevailing Bank Rate from the date of claim, on the claim amount.	
10.	The nominee(s) of Provident Fund or NPS as per the Bank record would be the nominee for the concerned employee under the scheme. If nominee is not available, then settlement shall be done to the nominee of gratuity as per bank records. If there is no nomination as per bank records (PF,NPS,Gratuity); the claim shall be settled to legal heirs.	
11.	The selected bidder should release the payment of claim to the claimant through the Bank on submission of attested copy of death certificate and claim form along with postmortem report, FIR.	
12.	Dedicated Helpline Number/s or SPOC Support on call to be provided for any query from the employee.	

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14.	The Policy should be a worldwide cover and it should be 24*7 cover								
IТ.	The policy must have the provision for the enhancement of sum insurance during								
	the course of the policy period subject to wage revision.								
15.	The Aggregate limit on claim settlement for a single incident should not be applied.								
	The policy should allow the insurer to report/intimate/submission of claim for 1								
16.	year period from the date of incident and no claim can be rejected on account of								
	delay on intimation of claims or submission of claim documents.								
17.	In the event of claim, all the claims settlement should take place directly to the centralized bank account to the M/s Canara Bank								
	centralized bank account to the M/s Canara BankThe Premium quotation should be submitted in Two different plans and the bank								
	will reserve the right to select any one of these plan after the opening of Commercial Bid.								
	Plan A - Ir	ncluding Acc	idental Death Cover						
					- I				
			Sum Insura	nce in INR					
	C.L.	No of	SUM INSURANCE PER						
	Category Subordinate cadre	employees 13081	PERSON 350000	Sum Insurance 4578350000					
	Clerks/Special		500000		-				
	Assistants	26597		13298500000					
	Officers in Scale I	28485	650000	18515250000					
	Officers in Scale II	12365	850000	10510250000					
	Officers in Scale III	5758	1050000	6045900000					
	Exes. In Scale IV	2028	1200000	2433600000					
18.	Exes. In Scale V	589	1450000	854050000					
	Exes. in Scale-VI	189	1700000	321300000					
	Exes. In Scale VII	67	2200000	147400000					
	Executives in	4.2	2200000		1				
	Scale-VIII	13		28600000					
	ED/ CVO	4	3500000	14000000					
	MD&CEO	1	3500000	3500000					
	Total	89177		56750700000					

## केनरा बैंक Canara Bank

Plan B - Excluding Accidental Death Cover Sum Insurance in INR SUM INSURANCE PER No of Category employees PERSON Sum Insurance 350000 Subordinate cadre 13081 4578350000 500000 Clerks/Special Assistants 26597 13298500000 Officers in Scale I 28485 18515250000 650000 Officers in Scale II 850000 12365 10510250000 Officers in Scale III 1050000 5758 6045900000 Exes. In Scale IV 2028 2433600000 1200000 Exes. In Scale V 589 854050000 1450000 Exes. in Scale-VI 189 321300000 1700000 Exes. In Scale VII 2200000 67 147400000 2200000 Executives in Scale-VIII 13 28600000 ED/ CVO 3500000 4 14000000 MD&CEO 3500000 3500000 1 Total 89177 56750700000

**Note:** Bidders must fully comply with the above requirements. Non-Compliance to any one of the above requirements leads to disqualification of the Bidder in Part A - Technical Proposal without further evaluation

Date

Signature with Seal Name: Designation:



#### Annexure-7

#### **Compliance Statement**

#### [On Firm's / Company's letter head] (to be included in Part A-Technical Proposal Envelope)

SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

Ref: RFP No. CB/IR/GPAI/4595/2020 dated 02/12/2020

#### DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with sealName:Designation:



#### <u>Annexure-8</u>

#### **Escalation Matrix**

#### [On Firm's / Company's letter head] (to be included in Part A-Technical Proposal Envelope)

SUB: RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

Ref: RFP No. CB/IR/GPAI/4595/2020 dated 02/12/2020

Name of the Bidder Firm:

Service Related Issues:

SI. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
с.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with	seal
Name	:
Designation	:



#### <u>Annexure- 9</u> <u>Commercial Bid / Quote</u>

#### Sub:RFP for Group Personal Accident Insurance Cover to Canara Bank Employees

Ref: Your RFP- CB/IR/GPAI/4595/2020 dated 02/12/2020

#### Instructions

- 1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
- 2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
- 3. Do not change the structure of the format nor add any extra items.
- 4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- <u>Note:</u> The bidders have to compulsorily quote for all the Two Plans detailed in Commercial Bid. Bank will decide the option of availing One Plan among the two Plans for which the Bidders have quoted and Bank's decision will be final

Accordingly, L1 will be arrived Plan wise and Bank will have absolute right to avail One Plan among the Two Plans with the L1 Vendor quoting lowest quote for the subject Plan.

#### Price details of Group Personal Accident Insurance Cover to Canara Bank Employees

Total Sum Insurance in INR	Premium per Mile Rate	Total Premium Before GST	Applicable GST	Total Premium inclusive of GST
5675,95,00,000				

#### Plan A : Risk Cover Including Accidental Death Cover:

#### Plan B : Risk Cover Excluding Accidental Death Cover:

Total Sum Insurance in INR	Premium per Mile Rate	Total Premium Before GST	Applicable GST	Total Premium inclusive of GST
5675,07,00,000				



- a. Commercial Bid / Quote is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- b. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- c. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- d. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- e. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

We hereby agree that the premium quoted herein has taken into consideration of all terms and conditions of the RFP and all necessary internal approvals and processes being adhered. We confirm that the Bank shall not be put any inconvenience in the event of any wrong calculations of premium on interpretation of terms and conditions on our part or any internal approval processes not being complied. In such an instance the cost and consequences shell be the sole responsibility of ours.

Date:

Signature with seal Name : Designation :



#### Appendix -A

#### Instructions to be noted while preparing/submitting Part A- Conformity to Technical <u>Criteria</u>

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

- 1) Index of all the documents submitted with page numbers.
- 2) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents with supporting documents.
- 3) Bid Covering letter as per Annexure-1.
- 4) Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 5) Bidder's Profile as per Annexure-3.
- 6) Track record of past Implementationas per Annexure-4.
- 7) Non-Disclosure Agreement as per Annexure-5.
- 8) Signed Pre Contract Integrity Pact as per Appendix-D on non-judicial Stamp paper.
- 9) Compliance to the Scope of Work as per Annexure-6.
- 10) Compliance Statement as per Annexure-7.
- 11) Escalation Matrix as per Annexure-8.
- 12) Masked Commercial Bid (Commercial Bid) as per Annexure 9.
- 13) Vendor Risk Assessment as per Appendix-E.

#### <u>Appendix-B</u> Instruction to be noted while preparing/submitting Part B-Commercial Bid

The Commercial Bidshould be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

The suggested format for submission of commercial Offer for this RFP is as follows:

1) Commercial bids as per Annexure-9.



#### APPENDIX- C

#### Pre-Bid Queries Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings.Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format bye-mail):

Bidder Name	Clause no	Page no.	Clause	Query	Bank Response



#### APPENDIX-D

#### <u>Pre Contract Integrity Pact</u> (This has to be submitted in the non-judicial Stamp Paper)

#### 1. <u>GENERAL</u>

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on-\_\_\_\_\_ day of the month 20\_\_\_\_\_, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri\_\_\_\_\_\_, Chief General Manager, HR Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

M/s.\_\_\_\_\_ represented by Shri \_\_\_\_\_Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

- **1.2.** WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and
- **1.3.** WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
- 1.4. WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.
- 2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-



- **2.1.** Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- **2.2.** Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures
  - **2.3.** In case, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/ SERVICE PROVIDER's entity gets merged or amalgamated with some other entity, then the new entity must oblige to provide the same level of services to the insured

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

#### 3. <u>COMMITMENTS OF THE BUYER</u>

The BUYER commits itself to the following:-

- **3.1.** The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person. organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during pre-contract the stage, treatall BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the information same and will not provide anv such information toanvparticular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
- **3.3.** The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.



#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- **4.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- **4.2.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- **4.3.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- **4.4.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- **4.5.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- **4.6.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- **4.7.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The



BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

- **4.8.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **4.9.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### 5. PREVIOUS TRANSGRESSION

- **5.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- **5.2.** If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

#### 6. SANCTIONS FOR VIOLATIONS

- **6.1.** Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, theproceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
  - ii.To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) than the while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment BIDDER/SELLER /CONTRACTOR from the BUYER in connection with is due to the outstanding payment could also be utilized to recover the any other contract such aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi.To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

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cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER.

- vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  - x.Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi.The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract other contracts and all with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so pavable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- **6.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- **6.3.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### 7. FALL CLAUSE

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes **7.1.** The that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any that similar product/systems or sub systems/services was stage supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for will be applicable to the present case and the difference in the elapsed time, cost would he refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

#### 8. INDEPENDENT EXTERNAL MONITORS

**8.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.



- **8.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- **8.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- **8.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- **8.5.** As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER.TheBIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the RFP/Tender is by project for which the being /has been submitted BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. is The same applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.
- **8.7.** The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.
- **8.8.** The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

#### 10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

#### 11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.



#### 12. VALIDITY

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- **12.2.** If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.
- 13. The parties hereby sign this Integrity Pact at ..... on ......

BUYER	BIDDER
Name of the Officer	CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY
Designation	
Name of Wing	
Canara Bank	
Witness	Witness
1)	1)
2)	2)



#### <u>Appendix-E</u>

#### VENDOR RISK ASSESSMENT

1. NAME AND ADDRESS OF THE VENDOR:

Regd Office	
Correspondence address	

#### 2. Name of the Activity/Project with us:

#### I) COMPANY PARTICULARS:

SI. No.	Particulars	Remarks
1.	Whether any change in constitution of firm	Yes/No
	If yes, term(yrs) from last change/initial estb	
	If yes, date of reconstitution	
2.	Main business of vendor	
	Experience in years(main business)	
	Subsidiary business (Annexe if many business)	
	Experience in years (Subsidiary business)	
3.	Is firm holds any quality certifications like ISO/BIS etc.,	Yes/No
	If yes, give details and how many certificates holds	
4.	Details of sister concerns dealing in same type of business like similar type of business or no similar type or no sister concern	
5.	Present Banker	
	Status of firm with present Banker(applicable if unit is sick/NPA only)	
6.	Constitution of Firm like individual or prop, partnership, LLP, ltd company, PSU etc	

#### II) BUSINESS PARTICULARS OF FIRM:

1.	Major clients of vendor (in nos) (List of Major Clients to whom Group Personal Accident is executed in last 3 years can be seeked.).	
	Details of clients (annexe if many)	
2.	No of business projects received for last 2 year(nos) Instead Growth of Gross Written Premium, First Year Premium, Break up of Premiums within categories like Term, ULIP, Annuity, Group and Individual can be seeked).	
	Value of the above projects(Rs.) - Not Required, as above.	
	No of projects , participated in last 2 year - Not Required as above.	
	No of projects in execution phase of last 2 year receipts Not required as above.	
3.	Major competitors in market (NO) - Not required as numbers of players are regulated by the regulator.	

#### III) LEGAL ISSUES AND OBLIGATIONS:

1.	Ever blacklisted from any organization for last 5 years	Yes/No
	If yes, give details	
2.	Any notice received from any regulatory body (Many notices would have been received including penalties from regulators, We advise this detailing not required for a high regulated Life Insurance Industry)	Yes/No
	If yes, give details	
3.	Any major litigations in police/court/DRT/Income tax/ED/CBI/ Labour court or any such regulatory body. (Many cases would be pending/resolved. This will not have material impact so long as the insurance company is binded within this contract with appropriate terms and conditions specific to this bid).	Yes/No
	If yes, give details	
4.	Whether all statutory dues like ESI, PF, tax, etc., are paid upto last ABS. (These are highly regulated industry, such instances if any are resolved within some timeframes and have no bearing on their resolving the claims pertaining to this specific bid process.).	Yes/No
	If no, particulars of pending dues	
5.	Any major fraud/breach of policies within company noticed for last 2 years	Yes/No
	If yes, impact (amount)	



#### **IV)BUSINESS POSITION:**

1.	Latest Audited Balance sheet submitted - You may seek this. But the rest of them not required.	Yes/No
2.	Firm business growth in upward trend (analyse last 3 yrs BS)	Yes/No
3.	Firm profit in upward trend (analyse last 3 yrs BS)	Yes/No
4.	Firm growth position to that of industry is acceptable	Yes/No
5.	Firm is credit rated - This may be seeked.	Yes/No
	If yes, rating agency & present rating	
6.	Industry position of firm (like Gartner listing, etc.,) and whether firm is in better position or best position or not in better position	



#### Appendix-F

#### **Authorization Letter Format**

(To be presented by the authorized person at the time of opening of Technical Bid/ Commercial Bidon the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:	Dat	e:	
The Chief General Manager, Canara Bank, Head Office, IR Section, HR Wing, 112 J C Road, Bangalore 560006.			
Dear Sir,			
SUB: RFP for	 •••••	••••••	•••
Ref: Your RFP No dated			
This has reference to your above RFP.			
Mr. /Miss/Mrs attend the bid opening of the above RFP on organization.		authorized behalf of	
The specimen signature is attested below:			

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

#### NOTE: This Authorization letter is to be carried in person at the time of Bid Opening