



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

भारतीय लघु उद्योग विकास बैंक के कर्मचारियों के लिए
निम्नलिखित जोखिम के वास्ते ग्रुप टर्म जीवन बीमा कवर हेतु
प्रस्ताव का अनुरोध (आरएफपी)

ग्रुप टर्म लाइफ इंश्योरेंस पॉलिसी स्कीम (जीटीएलआई)

**Request for Proposal (RFP) for Group Term Life Insurance of
SIDBI Employees to Cover the following Risk**

Group Term Life Insurance Policy Scheme (GTLIS)

प्रस्ताव का अनुरोध (आरएफपी) Request for Proposal (RFP)

निविदा सं. Tender No. 314/2022/1629/HO1/

सीलबंद निविदा जमा करने की आखिरी तारीख- 14 जून 2021, सायं 1700 बजे तक
Last Date of Submission of sealed Tender - June 14, 2021, up to 1700 Hrs

भारतीय लघु उद्योग विकास बैंक
सिडबी टावर, 15 अशोक मार्ग
लखनऊ- 226001

Small Industries Development Bank of India (SIDBI)

SIDBI Tower, 15, Ashok Marg
Lucknow-226001

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना न तो इसकी प्रतिलिपि बनाई जाए, न ही वितरण किया जाए और न ही इलेक्ट्रॉनिक या अन्य किसी माध्यम पर रिकॉर्ड किया जाए। प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहाँ विनिर्दिष्ट उद्देश्य से इतर, किसी भी प्रयोजन के लिए इस दस्तावेज़ में दी गयी विषयवस्तु का उपयोग किया जाना पूर्णतया प्रतिबंधित है। यह कॉपीराइट का उल्लंघन माना जाएगा, अतः भारतीय कानून के तहत दंडनीय होगा।

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DISCLAIMER

This Request for Proposal (RFP) is not an offer by SIDBI, but an invitation to receive response from eligible interested bidders for Group Term Life Insurance Policy Scheme (GTLIS); No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by SIDBI with the selected bidder. This document should be read in its entirety.

Invitation for submitting Bid

1. Introduction and Requirement:

1.1 Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website "www.sidbi.in".

1.2 SIDBI provides its services through a network of offices located all over India. Detailed information on the functions of SIDBI is provided on the website www.sidbi.in.

1.3 Headquartered in Lucknow, (UP) and Regional / Branch offices all over the country, SIDBI rides on the back of a robust business strategy and a highly competent & dedicated workforce to serve the MSME section in the country.

1.4 Medical facilities are available to all employees during the period of service for themselves and their dependent family members and self and spouse after retirement as per rules applicable in this regard. Medical examination is compulsory before entering the service of the Bank and also during service for certain categories of staff.

1.5 SIDBI invites tenders from well-established and reputed Insurance Companies holding valid IRDA License as on date of submission of Tender for procuring Group Term Life Insurance business in India in respect of the following

schemes. Considering the Pandemic Situation due to COVID-19 in the country, the interested bidders shall submit the Bids / Proposals **through email/soft form (pdf/scanned signed copy) only for: Group Term Life Insurance Policy Scheme (GTLIS)**;

SIDBI has authorized Marsh India Insurance Brokers Pvt. Ltd. to solicit proposals through a two stage bidding process (comprising Technical and Financial Bids) from IRDA licensed Life Insurance companies operating in India for Group Term Insurance Scheme (GTLIS) offered to its employees. Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (RFP) terms which are also available at SIDBI's website <https://www.sidbi.in> under the "Tenders" section.

Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies the bidder(s) agreement to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.

If you decide to decline this RFP, we request written confirmation, by email, of your intent and reason(s) for your declining the RFP by 26 May, 2021 of your receipt of this RFP. In case there is no response received from any prospective bidder, then the same shall be considered as decline of proposal by 26 May, 2021.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this proposal needs to be directed to Marsh India Insurance Brokers Pvt. Ltd. through e-mail to Tilak.Singh@marsh.com and Utkarshaa.Pandey@marsh.com with copy to Aniket.Singh@marsh.com

1. The Bank invites online tender for Group Term Insurance Scheme (GTLIS) for its employees for the period of July 01, 2021 to June 30, 2022 from IRDA licensed General Insurance Companies operating in India.
2. All entries in the tender should be **through email/soft form (pdf/scanned signed copy) only as per** Technical & Financial formats without any ambiguity.

3. Eligibility Criteria

- (A) The response to the present tender will be submitted in three parts, i.e., the Integrity Pact (IP), the Technical Bid and the Financial Bid.
- (B) Non-submission of 'Integrity Pact' shall disqualify the prospective vendor/bidder at the initial stage and their Technical/Financial bids shall not be opened.
- (C) Technical Bid will be opened online on specified date and time as given in the **Notice of Inviting Tenders (NIT)**.
- (D) Financial Bid of only those bidders will be opened online who qualify under the technical bid criteria with supporting documentation

4. Bidding in Tender through email/soft form (pdf/scanned signed copy)

- a) The process involves submission through email/soft form (pdf/scanned copy) of Technical Bid as well as Financial Bid.
- b) Bidders can submit their Technical and Financial Bid on email id shared by

SIDBI: loansadmin@sidbi.in & Sanoj@sidbi.in:

- c) In all cases bidder should use their own ID and password along with Digital Signature at the time of submission of their bid.
 - d) The Financial Bid has to be encrypted with Password which will be declared only at the time of Bid opening by insurers who have qualified technical Bid
 - e) During the entire submission through email/soft form (pdf/scanned copy) process, the bidders will remain completely anonymous to one another and also to everybody else.
 - f) The online tender floor shall remain open from the pre-announced date & time till as much duration as mentioned below.
 - g) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
 - h) All submission through email/soft form (pdf/scanned copy), should be done using valid Digital Signing Certificate. This process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and the acceptance of the same by Staff Administration SIDBI, Lucknow. SIDBI (Buyer) will form a binding contract between Buyer and the Bidder for execution of work. Such successful tenderer shall hereafter be called VENDOR.
 - i) SIDBI reserves the right to cancel/reject/accept/withdraw or extend tender in full or part as the case may be without assigning any reason thereof.
 - j) No deviation in the terms and conditions of the tender document is acceptable.
 - k) Unit of Measure (UOM) /Rate per Mile should be indicated in the tender. Rate quoted should be in Indian Rupees as per UOM /Rate per Mile indicated in the tender document.
9. The selection of insurance company resulting from this tender shall be governed by the terms and conditions mentioned therein.
10. No deviation to the technical and commercial terms and conditions will be allowed.
11. SIDBI has the right to cancel this tender or extend the due date of receipt of bid (s) without assigning any reason thereof.
12. The tender should be submitted strictly as per terms and conditions and procedures laid down in the website <https://www.sidbi.in>
13. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded, which is not required as per terms of NIT, shall not be considered.
14. The Bid will be evaluated based on the filled-in Technical & Financial formats.
15. The documents submitted by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false, incorrect, fabricated or deceitful, during scrutiny, punitive action can be taken against defaulting Insurers/Bidder(s) and they shall be blacklisted and SIDBI may take any such action/s as it may deem fit.
16. SIDBI intends to select only one Insurance company by issue of RFP, under contract.

17. During pre-qualification and evaluation of the tender, SIDBI may, at its discretion, ask respondents for clarification/s on their proposal. The respondents are required to respond within the time frame prescribed by SIDBI. Clarification received after the timeline shall not be entertained.
18. The proposal may be submitted along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annexures and the declaration signed by the authorized signatory with Seal of the Company. **All pages are required to be signed and stamped.**

1. Proposal Requirements

- Policy placement and administration from July 01, 2021 to June 30, 2022
- Provide premium quotes in the requested format (one single rate per mille for GTLIS);
- Answer all questions in concerned sections clearly and concisely;
- All documents that comprise the offer should be signed and sealed by the firm.
- Proposal to be submitted **through email/soft form (pdf/scanned signed copy)** on or before **17:00 hours of Monday, June 14, 2021 to the following email id: loansadmin@sidbi.in & Sanoj@sidbi.in**
- **Failure to submit the proposal within the stipulated time will result in disqualification of the proposal.**

2. General Information

The objective is to ensure that the Group Term Life Insurance Plan (GTLIS) is managed at a high service level and in the most cost-effective manner as possible. The insurer should possess the flexibility to respond to SIDBI's current and changing needs.

6.1 SIDBI's primary objective in inviting this RFP is to contract with an insurer(s) who-

- Match the desired plan design
- Demonstrates the ability to deliver high quality services & claims paying ability at a competitive price;
- Provides statistics to prove the TURN AROUND TIME (TAT) committed.

This RFP provides following information to enable you to prepare and submit proposals for consideration by SIDBI:

- Broker on record letter (BORL)
- Terms of the **Group Term Life Insurance Scheme (GTLIS) -Annexure 4**
- Employee demographics (existing employees)- **Annexure 5 (attached separately)**
- Claim MIS- **Annexure 6**

3. Bidding Information:

Purpose	Selection of “Insurer” for providing Group Term Life Insurance Coverage for SIDBI Employees under: Group Term Life Insurance Policy Scheme (GTLIS)
Period of Policy	1 Year (from July 01, 2021 to June 30, 2022)
Date of Issue of RFP/Tender	May 24, 2021
Communicate Intent to Bid	17.00 Hrs. on May 26, 2021
Written queries regarding RFP to Marsh India Insurance Brokers Ltd.	17.00 Hrs. on May 27, 2021
Date & time of closing of Tender of Technical and Financial bid	June 14, 2021 by 17:00 hrs
Pre-Bid Virtual meeting with Tenderers	Time: from 15:30 Hrs to 16:30 Hrs Date: May 28, 2021 Place: Meeting Link to be shared on 27 th May 2021 via email (Marsh India Insurance Brokers)
Date of opening of Technical & Financial Bids	June 15, 2021 at 1100 hrs.
Email ID for submission of Bids online	loansadmin@sidbi.in & Sanoj@sidbi.in
No. of documents for submitting Technical bids as per format enclosed at Annexure-2(a) & Annexure 2 (b) .	Single Technical Bid in the prescribed format in respect of both the schemes along with all supporting documents only should be submitted and file name should be as under: “Technical Bid- Annexure 2” Tender No. 314/2022/1629/H01/ dated May 24, 2021

<p>No. of documents for financial bids as per format enclosed at Annexure 3</p>	<p>The financial bids in the prescribed format for both the schemes may be submitted with password encryption and file name should be as under: "Financial Bid - Annexure 3" "Financial Bid for providing Group Term Life Insurance Cover (GTLIS)</p>
<p>a) Above mentioned "Technical" and "Financial" Bids, should be submitted as zipped files wherein Financial Bid is encrypted with password. The Password for the file shall only be declared at the time of Bid opening.</p> <p>b) All the zip files should be named as per their insurance company names along with Tender number and should have one file mentioning the below details of the contact person - Name of the bidder, Contact Number and mail id.</p>	
<p>Support Team Contact Details</p>	<p>i) Shri Sanoj Kumar Gunjan, Manager , 9987716430 ii) Shri Manoj Kumar Gautam, AGM , 9001012864 iii) Shri Sanjay Kachroo, DGM , 9869202140</p>
<p>Independent External Monitor (IEM) appointed by the CVC</p>	<p>Shri. Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R.R.District <u>Hyderabad-500089</u> e-mail - knageshwarrao@gmail.com Mobile - 97889 19555</p>

8. Proposal Instructions:

8.1 Proposal Requirements: You may note that for the purpose of the appointment of Group Term Life Insurer, a two-stage bidding process will be followed. The response to the present tender will be submitted in three parts, i.e., **Integrity Pact (IP)**, the **Technical Bid and the Financial Bid**. The Bidder will have to submit the 'Integrity Pact', the 'Technical Bid' and the 'Financial Bid' online, but within the stipulated date and time.

8.2 The terms and conditions of the Integrity Pact are as indicated in Annexure-1. The 'Technical Bid' will contain the exhaustive and comprehensive Technical details indicated in Annexure-2, and 'Commercial/Financial Bid' will contain the Pricing information as indicated in Annexure-3.

8.3 The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

8.4 Your response should be organized into the following sections:

- Section 1 Executive Summary/Introduction (to be prepared by the Insurer)
- Section 2 Proposal Compliance Letter (as per Annexure-2B to this RFP)
A letter signed by an authorized officer of your organization certifying that your proposal is complete in all respects as per RFP specifications except as specifically noted in the appropriate sections.
- Section 3 Integrity Pact (as per Annexure-1 to this RFP)
- Section 4 Technical Bid (as per Annexure-2A to this RFP)
- Section 5 Financial Bid (as per Annexure-3 to this RFP)
 - Premium quotes (per mile rate) should be indicated as per the format, with & without GST.
 - *Brokerage payable – 2% of Premium with maximum cap of INR 10 Lacs*
- Section 6 Items included with Proposal (to be prepared by the Insurer)

8.5 Important Note:

The 'Integrity Pact' document is attached as Annexure-1. Compliance to 'Integrity Pact' is mandatory and shall be the pre-qualification criteria. Non-submission of 'Integrity Pact' shall disqualify the prospective vendor/bidder at the initial stage and their Technical/Financial Bids shall not be opened. Prospective vendors/bidders are requested to submit a duly signed and stamped 'Integrity Pact' (as per enclosed format) on a ` 200 Stamp Paper.

In case the 200 stamp paper notary is not available due to the current scenario, then the Integrity Pact on Company's Letter-head by duly authorized signatory of the company should be uploaded with an undertaking to submit the same on 200 stamp paper once the situation resumes to normalcy.

8.6 All RFP proposals received will be opened online in front of a committee constituted for this purpose in the Bank in the presence of maximum 2 (two) representatives of each bidder insurance company, if they choose to remain present.

8.7 (A) Important Terms

- ✓ Proposal must not have any Premium Review clause.
- ✓ Proposal must not have any Claims Review clause: Irrespective of potential / actual claims / loss experience under the policy, there would

no changes allowed to be made mid-term to any terms and conditions and premiums paid for the policy.

- ✓ There will be no adjustments/additional premium charged for adverse claims ratio post submission of renewal quotes Insurance Company will not be allowed to modify any terms and conditions of the policy post inception of the policy.
- ✓ Insurance company will not have the right to cancel or discontinue the insurance policy during the policy period due to adverse claim ratio.

(B) SIDBI reserves the right to:

- Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
- Cancel the RFP / Tender at any stage, without assigning any reason whatsoever.
- Select the L2 bidder if the L1 bidder evaluated for selection fails to result in an agreement within a specified time frame or does not fulfill any technical criteria as committed.

8.8 Process to be adopted for Evaluation of the Bids

In the first stage, only the Technical Bids will be opened and Technical Bids in respect of only those bidders who fulfill the details indicated in the Annexure 2, will be considered.

Technical Bid: Evaluation criteria

- Experience of handling single group term policy (excluding micro finance policies) pertaining to not less than 3,000 members in a single policy.
- Total Premium Collection should be more than INR 5,000 Crores & Group Premium should be more than INR 1,000 Crores in the year financial audit has been completed and is available at public domain
- Overall Group Policy claim repudiation ratio should be less than 1%.
- Number of Years Since Inception as on 31.03.2021 (Years and Months)
- Dedicated Helpline Numbers and Support on call and mail for any query of employees or Staff Admin may have.

Financial bid:

- The financial bid envelope should contain rate per mille /rate per INR 1000 sum assured , total sum assured as per data provided and the Premium without GST,
- Premium quotes should be mentioned in per Mille Rate & in absolute numbers (as per Annexure 3 to this RFP)

8.9 In the second stage, the Commercial Bids of only those bidders, who have qualified in Technical Bids, will be opened. In the case of eliminated bidders commercial/financial bid will not be opened.

8.10 The commercial component will have a weightage of 100% and the lowest bidder will be awarded the contract basis the lowest Rate per Mille for GTLIS

The above bids will be opened in front of a Selection Committee constituted by SIDBI for this purpose.

8.12 Insurance Company will ensure that there is no -interlineations in the financial bid.

8.12 Your company will also submit an undertaking to maintain confidentiality regarding the confidential information which shall not be reproduced or disclosed for use in any way, to any third party or to any other person or entity other than persons in the direct employment of your company, for any purpose whatsoever, without prior consent of the Bank.

8.13 The Bank reserves to reject any bid without assigning any reason.

9. Plan Design and Related Documents Plan Design

9.1 The salient features of Group Term Life Insurance Policy Scheme (GTLIS); are given in **Annexure-4**.

Annexure- 6

10. Claims Data – Last 4 years under GTLIS

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<u>Policy Year</u>	<u>No. of Claims Made</u>	<u>No. of Claims Settled</u>	<u>Claimed Amount</u>	<u>Settled Amount</u>
<u>01/07/2017 to 30/06/2018</u>	<u>03</u>	<u>03</u>	<u>20,00,000</u>	<u>20,00,000</u>
<u>01/07/2018 to 30/06/2019</u>	<u>01</u>	<u>01</u>	<u>50,00,000</u>	<u>50,00,000</u>
<u>01/07/2019 to 30/06/2020</u>	<u>02</u>	<u>02</u>	<u>75,00,000</u>	<u>75,00,000</u>
<u>01/07/2020 to 30/06/2021</u>	<u>05</u>	<u>01</u>	<u>21,250,000</u>	<u>1,250,000</u>

04 Claims are pending for settlement in the current year

11. Integrity Pact:

- 11.1 Bidders will have to execute an Integrity Pact on a non-judicial stamp paper of ₹ 200/- (Rupees One hundred only) for the insurance product under Group Term Life Insurance Scheme (GTLIS)
The format of Integrity Pact is enclosed at **Annexure-1**.

12. RFP Terms and conditions:

Following additional terms and conditions shall apply to the evaluation process:

- a) **Bidder warranties** – By submitting a Response, Bidder represents and warrants to SIDBI that, as at the date of submission:
 - i. The Bidder has fully disclosed to SIDBI in its Responses all information which could reasonably be regarded as affecting in any way SIDBI's evaluation of the Response;
 - ii. All information contained in the Bidder's Response is true, accurate and complete and not misleading any way;
 - iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon SIDBI's reputation if the Response is successful;
 - iv. The Bidder will immediately notify SIDBI of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial conditions, or SIDBI's reputation or render the Bidder unable to perform its obligations under the SIDBI agreement, if any or have a material adverse effect on the evaluation of the responses by SIDBI; and
 - v. The Bidder has not and will not seek to influence any decisions of SIDBI during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

- b) **Confidentiality** – Bidder must keep confidential any information received from or about SIDBI as result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submission, Responses are not confidential and may be used by SIDBI in whole or part. SIDBI however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally and at any point of the evaluation and selection process, SIDBI may require the Bidder to execute a Non-disclosure Agreement (NDA) if the Bidder has not executed an NDA with SIDBI previously.

- c) **Disclaimer** - Whilst all reasonable care has been taken in compiling this Response document, the figures, documents and details are presented in good faith; and no warranty or guarantee (express or implied) is given by SIDBI as to the completeness or accuracy of the Response or any information provided in or in connection with it. To the maximum extent permitted by law:
 - i. SIDBI, its officers, employees and agents will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process; and

- ii. Each Bidder releases and indemnifies SIDBI from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.
- d) This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific SIDBI requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. SIDBI reserves the right to make no selection and enter into no agreement as a result of this RFP. Only the execution of a written agreement between SIDBI and a vendor will obligate SIDBI in accordance with the terms and conditions contained in such agreement.
- e) It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, SIDBI may, at its option, incorporate all or any part of your response to this RFP in the contract. SIDBI reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted letter.
- f) **SIDBI's right to verify** – SIDBI reserves the right to conduct a site survey or obtain other evidence of facilities, resources, and managerial, financial and Bidder performance abilities prior to announcing the successful Bidder or awarding an agreement under this evaluation process.
- g) **Financial documents** – SIDBI may request additional financial/business information from the Bidder at its discretion.
- h) **Selection criteria** – The selection criteria, enquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard in Technical Bid, will not be opened and processed further.
- i) **Termination/or suspension of evaluation process** – SIDBI reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but SIDBI is not obliged to provide any reasons.
- j) **Other Rights** – Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, SIDBI may at any stage of the evaluation process:
 - i. Require additional information from the Bidder;
 - ii. Change the structure and timing of the evaluation process;
 - iii. Terminate further participation in the evaluation process by a Bidder;
 - iv. Negotiate with more than one Bidder;
 - v. Terminate negotiations being conducted with the Bidder;
 - vi. Vary or extend the timetable and evaluation process;
 - vii. Accept any non-complying Response; or
 - viii. Vary the terms and conditions of the evaluation process, the RFP or specifications or requirements at any time.
- k) **Responsibility for cost** – Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation

process (including in relation to providing SIDBI with the response, the revised response or any additional information).

- l) **Non-Reliance by Bidder** – Bidder, by submitting a Response, acknowledges that:
 - i. It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by SIDBI in writing;
 - ii. It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
 - iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- m) **SIDBI's right to vary** – SIDBI reserves the right to vary any aspect of this evaluation process, RFP without liability to Bidder. Where SIDBI varies any aspect of this evaluation process or the agreement, SIDBI shall notify the Bidder of that variation.
- n) **Incorporation of Responses into agreement** – The successful Bidder as concluded by SIDBI shall sign a SIDBI agreement. SIDBI may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final SIDBI agreement. SIDBI may require a successful Bidder to submit, before negotiation of the SIDBI agreement, details of issues which may affect their ability to act as a Bidder.
- o) **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.
- p) **Governing Laws and Dispute Resolution** – The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 as provided hereunder:
 - i. If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this RFP, the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the SIDBI shall send to the BIDDER within thirty days of the "Notice of Arbitration", a panel of three names of persons who shall be presently unconnected with SIDBI or the BIDDER.
 - ii. The BIDDER shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to SIDBI within 15 days of receipt of the names. SIDBI shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the BIDDER fails to communicate such selection as provided above within the period specified, SIDBI shall make the selection and appoint the said person as the Sole Arbitrator.

- iii. If SIDBI fails to send to the BIDDER the panel of three names as aforesaid within the period specified, the BIDDER shall send to SIDBI a panel of three names of persons who shall be unconnected with either party. SIDBI shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Sole Arbitrator. If SIDBI fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the BIDDER accordingly, the BIDDER shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the SIDBI.
- iv. If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.
- v. The Arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as in force time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference with the terms of reference and the award shall be a reasoned award.
- vi. The Courts in Lucknow only shall have the exclusive jurisdiction to deal with the matter(s) arising out of the above claims/dispute.
- vii. The evaluation process as communicated earlier shall continue without any changes.
- viii. In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information.

Annexure 2 A-Technical Bid- to be signed, stamped and shared in zipped format

Technical Bid for Policy Period 01st June 2021 – 30th June 2022

Technical Evaluation Parameter	Insurer Response	Document Support
Experience of handling single group term policy (excluding micro finance policies) pertaining to not less than 3000 members in a single policy.		Auditor’s Certified Copy [External / Internal Auditor / Legal and Compliance]
Total Premium Collection should be more than INR 5,000 Crores & Group Premium should be more than INR 1,000 Crores in the year financial audit has been completed and is available at public domain		Auditor’s Certified Copy [External / Internal Auditor / Legal and Compliance]
Overall Group Policy claim repudiation ratio should be less than 1%.		Auditor’s Certified Copy [External / Internal Auditor / Legal and Compliance]

Number of Years Since Inception as on 31.03.2021 (Years and Months)		Copy of valid license issued by IRDA while granting the license and confirmation that the entity can do business
Dedicated Helpline Numbers and Email Support for any query employee or HR may have.		Confirmation on the company's letter head by duly authorized signatory of the company

Note: In cases Auditor's Certified Copy [External / Internal Auditor / Legal and Compliance] is not available for whatsoever reason, then the information on Company's Letter-head by duly authorized signatory of the company should be submitted online.

Point No 1 - Required Details for Top 10 clients

Details in respect of each such policy to be provided as under:

Sl. No.	Name of the Company	No. of Lives Covered	Average Sum Assured Per Life Covered (₹)	Total Yearly Premium (₹) (Exclusive of)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For Point Number 1 mentioned above, the following conditions will apply:

- Micro Insurance/State Policies will not be considered. Only Corporate Group Term Life Term Life Insurance policies will be considered for the Technical Bid.
- Company that does not have any policy of the required size will not get any points
- Small Industries Development Bank of India reserves the right to verify the information provided by the Bidder.

Annexure 2 B- to be signed, stamped and shared in zipped format

<<<< On the Letterhead of Insurance Company
>>>>

Technical Bid

Proposal Compliance Declaration

To,

The General Manager
Small Industries Development
Bank of India (SIDBI)
SIDBI Tower, 15, Ashok Marg
Lucknow-226001

Sir

We, (name of Insurance Company), hereby confirm that our bid conforms to all the proposed terms, conditions of this RFP including but not limited to proposed covers, additional covers, limits of insurance, additional clauses as mentioned in the terms of the GTLIS and the evaluation criteria mentioned in the Request for Proposal (RFP).

Yours faithfully

Signature:

Name:

Designation:

Name of Company:

Annexure 3- Financial Bid (Password encrypted file-mandatorily)

To be signed, stamped to be signed, stamped and shared in zipped format

Premium for Compulsory Cover Policy Period- 1st July 2021-30th June 2022

(Amount in `)

<u>Per Mille Rate /Premium rate per 1,000 SI without GST</u>	<u>Sum Assured as per RFP Data</u>	<u>Premium before GST</u>	<u>Applicable GST</u>	<u>Net Premium</u>
	9,417,500,000			

- Uniform per mille rate to be quoted factoring the mid-term sum insured enhancement.

NOTE:

- Net Premium quoted above should be valid for a period of 1 year and inclusive of Brokerage @ 2% of Premium with a maximum cap of ` 10 Lakhs payable by the insurer to the consultant directly
- SIDBI will award the contract to the successful Insurance Company whose bid has been determined as the Lowest (L1) in commercial/financial component (GTLIS)
- The nominee(s) of Provident Fund as per the bank record would be the Nominee for the concerned employee under GTLIS.

Annexure - 4

Plan Design-Group Term Life Insurance Scheme (GTLIS)

Sl. No.	Particulars	Remarks
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Group Term Life Insurance Policy Scheme (GTLIS)			
Scope of Cover	Deaths due to all reasons including Natural/Suicidal/Accidental/Insect Bite/Snake Bite/COVID etc. etc., will be covered, (worldwide cover) and the insurance company will have to extend cover without any medical examination of the employees of the Bank.		
Category-wise sum insured	Category of Employees	Life Insurance Coverage (₹ lakh)	
	Officers including CMD and DMDs and Long-term direct contract with the company	100.00	
	Staff-Class III	50.00	
	Staff-Class IV	25.00	
No. of employees covered under GTLIS	Sr. No.	Category of Employees	No. of employees during the year 2021-22 to be considered as renewal data
	1.	-Officers including CMD and DMDs - Long-term direct contract	884 04
	3.	Staff-Class III	93
	4.	Staff-Class IV	29
		Total	1010
Eligibility	All confirmed, permanent & long-term direct contract employees of the Bank.		
Retirement Age of Employees of SIDBI	60 years Cover ceases on retirement/VRS of the employee.		
Premium Payment	Premium for GTLIS will be paid by SIDBI to the Insurance Company on behalf of the insured members.		
Tenure of the policy	1 year (from July 01, 2021 to June 30, 2022)		
Policy Administration	Monthly details of employees joined / retired shall be furnished to the Insurance Company. The Insurer shall calculate the pro-rata premium/refund and communicate the same to SIDBI who will arrange to pay additional premium, if any. Refund premiums, if any, shall be credited to SIDBI within one month from the date of expiry of the policy.		

	Free Cover Limit (FCL)	1 Crore for GTLIS
	Actively at Work clause	to be waived off for existing members and new members joining the group
	Age Group	Entry Age - 18 Years, Maturity Age - Up to 60 Years
	Administration of the scheme	At SIDBI's Head Office in Lucknow.
	Policy clause	No mid-term cancellation of policy is allowed

Other Terms and Conditions:

- The nominee(s) of Provident Fund as per the bank record would be the Nominee for the concerned employee under GTLIS
- Claim to be entertained and settled based on Death Certificate issued by applicable local authority and duly filled in claim form without insisting on any other document such as postmortem report, FIR etc.

Annexure - 1

(To be executed on ` 200/- non-judicial stamp paper) -

Integrity Pact

Between Small Industries Development Bank of India (SIDBI) hereinafter referred to as "The Principal",

And

_____ hereinafter referred to as "The Bidder/
Contractor//Consultant"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for_____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 — Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The BIDDER /CONTRACTOR commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - ii. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - iii. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iv. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 12.1.1 The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 12.1.2 Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any

other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4 - Previous Transgression

i. The BIDDER declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

ii. If the BIDDER makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 5 — Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 6 — Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

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

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

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

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

7. The Monitor will submit a written report to the CMD, SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD SIDBI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD SIDBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 7 — Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD SIDBI.

Section 8 — Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

For & on behalf of the SIDBI with seal

For & on behalf of Bidder with seal

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case pending with the Police / Court / IRDA / SEBI / Regulatory authorities against the Limited Liability Partnership / firm / partner / employee / company / directors.

Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court.

We certify that neither our Company / Limited Liability Partnership / firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

Signature of the Authorised Signatory with Seal