



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

भारतीय लघु उद्योग विकास बैंक (सिडबी) में बीमा ब्रोकर/परामर्शदाता की सेवा लेने के लिए भारत में परिचालनरत इरडा के लाइसेंसप्राप्त बीमा ब्रोकरों/परामर्श एजेंसियों से प्रस्ताव-आमंत्रण

Request for Proposal (RfP) for IRDA licensed insurance brokers/consultant agencies operating in India for engagement of insurance broker/consultant with Small Industries Development Bank of India (SIDBI).

“प्रस्ताव हेतु अनुरोध” (आरएफपी) सिडबी की वेबसाइट (www.sidbi.in) पर उपलब्ध है। इच्छुक बोलीकर्ताओं से अनुरोध है कि वे उक्त आरएफपी देखें। बोलियाँ अनिवार्यतः आरएफपी दस्तावेज़ में दिए गए विनिर्देशों के अनुरूप होनी चाहिए और अधिकतम 21 अक्टूबर 2020 के अपराह्न 3.00 बजे तक निम्नलिखित पते पर जमा की जाएँ:

The "Request for Proposal" (RfP) is available on SIDBI website (www.sidbi.in) Interested bidders are requested to refer to the said RfP. Bids may be made strictly as per the specifications in the RfP documents and should be submitted latest by 21st October 2020 03.00 p.m. at the address mentioned below:

महाप्रबन्धक प्रशासन, भारतीय लघु उद्योग विकास बैंक (सिडबी)
सिडबी टावर, 15 अशोक मार्ग, लखनऊ- 226001
General Manager Administration,
Small Industries Development Bank of India (SIDBI),
SIDBI Tower, 15 Ashok Marg, Lucknow – 226001

प्रस्ताव हेतु अनुरोध (आरएफपी)
Request for Proposal (RfP)

सीलबंद निविदा जमा करने की आखिरी तारीख- 21 अक्टूबर 2020, अपराह्न 3.00 बजे तक

Last Date of Submission of sealed Tender –October 21, 2020, up to 03.00 p.m.

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

AT Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg

Lucknow-226001

यह प्रस्ताव-अनुरोध (आरएफपी) दस्तावेज़, इसके अनुलग्नक तथा अनुबंध भारतीय लघु उद्योग विकास बैंक (सिडबी) की सम्पत्ति हैं। सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा किसी अन्य माध्यम पर इनका प्रतिलिपिकरण, वितरण अथवा अभिलेखन न किया जाए। इस दस्तावेज़ में दी गई विषयवस्तु का यहाँ विनिर्दिष्ट उद्देश्य से इतर उद्देश्य के लिए अधिकृत कार्मिकों/एजेंसियों द्वारा उपयोग किया जाना भी पूर्णतः वर्जित है। इसे कॉपीराइट अधिकारों का उल्लंघन माना जाएगा और ऐसा करने पर भारतीय कानून के अंतर्गत उपयुक्त विधिक कार्रवाई की जाएगी।

This Request for Proposal (RfP) document, its appendices and annexures are the property of Small Industries Development Bank of India (SIDBI). It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall attract suitable legal action under the Indian law.

अस्वीकरण

यह प्रस्ताव-अनुरोध (आरएफपी) सिडबी की ओर से कोई प्रस्ताव नहीं है, बल्कि ऐसे पात्र इच्छुक बोलीकर्ताओं के उत्तर हेतु आमंत्रण मात्र है, जो इरडा से लाइसेंस-प्राप्त बीमा ब्रोकर/परामर्शदाता एजेंसी हैं और भारत में परिचालनरत हैं, ताकि सिडबी के लिए उनसे बीमा ब्रोकर/परामर्शदाता की सेवा ली जा सके। इस आरएफपी प्रक्रिया के फलस्वरूप तब तक किसी भी प्रकार का संविदात्मक उत्तरदायित्व नहीं बनेगा, जब तक कि चयनित बोलीकर्ता के साथ सिडबी द्वारा किसी औपचारिक संविदा पर हस्ताक्षर नहीं कर दिए जाते। इस दस्तावेज़ को इसकी सम्पूर्णता में पढ़ा जाए।

DISCLAIMER

This Request for Proposal (RfP) is not an offer by SIDBI, but an invitation to receive response from eligible interested bidders, who are IRDA licensed insurance brokers/consultant agencies and operating in India, for engagement as insurance broker/consultant with SIDBI. 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.

बोली जमा करने के लिए आमंत्रण

Invitation for submitting Bid

1. खण्ड I: परिचय और प्रस्ताव हेतु अनुदेश
Section I: Introduction & Instructions for Proposals
2. खण्ड II: पात्रता मानदण्ड
Section II: Eligibility Norms
3. भाग III: काम का दायरा
Section III: Scope of Work
4. भाग IV: मूल्यांकन मापदण्ड
Section IV: Assessment Criteria
5. भाग V: आरएफपी की शर्तें
Section V: RfP Terms and conditions
6. भाग VI: अनुबंध एवं घोषणा
Section VI: Annexure and Declaration

Section I

Introduction & Instructions for Proposals

1.1 Small Industries Development Bank of India (SIDBI) (hereinafter referred to as "the Bank" or "SIDBI") is set up as a corporation established by the Small Industries Development Bank of India Act 1989. SIDBI acts as the principal Financial Institution for promotion, financing and development of the MSME sector and coordinates 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 of SIDBI during the period of their service for themselves and their dependent family members during the tenure of their service and for 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. The bank employs around 1050 employees. The Bank has around 300 retired employees settled across the country. The Bank invites sealed proposals for engagement of Insurance Brokers/ Consulting agencies to provide consultancy services for our Insurance requirements to cover Group Medclaim Policy, Group Term Life Insurance Policy (GTLI), Housing Loan Group Insurance Policy, Group Insurance Policy for Loans Other than Housing Loan to assist the Bank in pre-placement, placement, postplacement of our insurance requirements and other related aspects.

1.5 Other Terms:

- (a) Only well established and reputed Insurance Broking/Consulting agencies, registered/issued license by the Insurance Regulatory and Development Authority (IRDA) under "Composite License" category are eligible for engagement under contract.

- (b) At any time prior to the deadline for submission of proposal, the Bank may, for any reason, modify the Request for Proposal (RfP). Modifications / changes, if any, shall be hosted on SIDBI website. All prospective respondents are required to keep themselves updated by visiting our website for any modifications / changes before submitting their proposals. Such amendments / changes shall be binding on them.
- (c) The Bank reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons.
- (d) The Bank intends to select one (01) Insurance Broking/Consulting agency under contract.
- (e) During pre-qualification and evaluation of the Proposals, the Bank may, at its discretion, ask respondents for clarifications on their proposal.
- (f) Such clarification/s shall be provided within the time specified by the Bank for this purpose. If an applicant does not provide clarifications sought as mentioned above within the specified time, its proposals shall be liable to be rejected.
- (g) Proposals need to be submitted in hard copy in a sealed envelope as mentioned in para (A) of Section IV of the RfP document. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed, complete proposals in all respects in the form indicated, received prior to the closing time and date of the proposals, shall be taken as valid.
- (h) Respondents are not permitted to modify, substitute, or withdraw proposals after its submission.
- (i) The proposal may be submitted along with the covering letter about the proposal, along with the information/documents indicated in the Annexure and the declaration, signed by the authorized signatory with official Seal of the Company/Agency. All pages are required to be signed.
- (j) No cost will be borne by the Bank towards preparation and submission of the proposals.
- (k) The tenure of the Insurance Broking/Consulting Agency would be for one year and may be renewed upto a maximum of two more years thereafter, subject to satisfactory performance and adherence to the terms and conditions.
- (l) The Bank will evaluate the proposals submitted by respondents in detail, based on the data submitted by them in the formats Annexed to this RfP.
- (m) Top five firms which qualify in their Technical Bids will be invited to make a presentation before a Selection Committee, constituted for the purpose.

(n) Proposals can be submitted in sealed cover by 3.00 p.m. on 21st October 2020. No extension will be granted for submission.

Timetable

Task	Completion Date
Release of Request for proposal	September 30, 2020
Intent to Bid by Insurance Brokers / Consultants	September 30, 2020
Written queries regarding RfP to the contact person of SIDBI	October 14, 2020
Proposal Submission Last Date	October 21, 2020 (3:00 p.m)
Date of opening of Technical Bid	October 21, 2020(4:00 p.m)
Address for Communication	Contact Persons
The General Manager, Administration & premises Vertical (APV), Small Industries Development Bank of India (SIDBI) SIDBI Tower, 15, Ashok Marg, Lucknow – 226001, Uttar Pradesh	<p>Shri Sanjay Kachroo (DGM-APV) Phone: +91-522-4261632 Mobile: 09869202140 e-mail:kachroo@sidbi.in</p> <p>Shri Dhiraj Kumar (AGM-APV) Phone: +91- 522-4259754 Mobile:08573821305 e-mail: dhiraj@sidbi.in</p>

Section II: Eligibility Norms

Parameters for Eligibility

The Insurance Broking/Consulting Agency has to satisfy the following Pre-qualification criteria to apply for engagement. Respondents satisfying the following criteria only are eligible to submit their proposal for the Request for Proposal (RfP).

- a. This invitation to respond to the Request for Proposal is open only to reputed and well-established registered companies, firms or limited liability partnerships that are incorporated or registered under the Indian Companies Act, 1956, Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be (referred as "agency" or "agencies" in this RfP).
- b. Insurance Broking/Consulting Agencies must be registered/issued License by Insurance Regulatory and Development Authority (IRDA) under "Composite License" category.
- c. The agencies should have been in existence in India for a period of at least 6 years as of 31.3.2020 i.e., their licenses have been renewed at least twice by IRDA.
- d. The Insurance Broking/Consulting Agencies should have the paid-up capital of minimum Rs.2.5 crore and annual revenue of minimum Rs.25 crore during the last three years.
- e. The Insurance Broking/Consulting Agencies should have a direct employee base (excluding contract and sub-contract employees) of more than 250 professionals with an exclusive team under Health & Wellness in India.
- f. The broking agency should have placed/brokered one policy covering a minimum of 5,000 lives.
- g. The agency should have offices in 4-6 centers in each zone including metro cities in India.

The proposal of the agency which does not meet any of the above criteria will not be further evaluated.

Disqualifications

Bank may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent: -

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- ii. Failed to provide related clarifications, when sought;
- iii. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

Section III: Scope of Work

I. Pre-placement Services

Designing, Negotiation & Process Handling

The Insurance Broker or Consultant would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization of the following action items would be undertaken with the Bank which will have the following Action heads:

- Placement and designing of the Insurance Policy
- Cost Containment measures
- Claims Handling and Service Mapping
- Capacity building
- Grievance Redressal Process
- Claims Tracking by Web based MIS
- Communication Plans
- Validation and Forecasting of Additional Coverage Benefits

II. Placement Services

Insurer selection process & Binding of Insurance cover

The Insurance Broker or Consultant would be acting as a Strategic consultant and would be assisting the Bank in placement process of various insurance products.

- **Placement strategy - Through transparent tendering process**
 1. Determine evaluation criteria for Insurer selection in association with the Bank.
 2. Draft Request for Proposal (RfP) to be submitted to the Bank for approval.
 3. Assess the Bank's service requirements and Insurer capabilities in the marketplace.
 4. Request placement quotations from Insurers and answer RfP related queries.
- **Devising Quotation: comparison, analysis & negotiation process**
 1. Evaluate quotes
 2. Facilitate Insurer meetings
 3. Assist in Negotiating the best price from the Insurer
- **Recommendation & placement confirmation**
 1. Recommend Insurer
 2. Placement as per agreed terms and conditions
- **Policy Review**
 1. To ensure policy terms & conditions as per the RfP provided

2. Data consolidation for policy issuance

III. Post Placement Services

Insurance Broker or Consultant would be functioning as a Strategic Consultant arm of the Bank and would be assisting in the Post Placement Process of the program. Insurance Broker or Consultant would undertake the following action Items as Post Placement activities.

a. **Servicing Support**

- (i) Designing the Service Level Agreement to be signed between Vendors and the Bank highlighting the scope of services and timelines.
- (ii) Single point of contact for all services.
- (iii) Establish clear escalation matrix for query resolution.

b. **Communication support**

- (i) Communication assistance for change management in case of any major change in plan design.
- (ii) Design and Implementation of Communication.
- (iii) Frequently Asked Question (FAQ) design.
- (iv) High level communication sessions (Train the trainer)

c. **Claim monitoring & Periodic Review**

- (i) Monthly / Quarterly utilization report & presentation.
- (ii) Quarterly Third-Party Administrator data audit to ensure consistency between claims filed and claims cleared by the Third-Party Administrator.

d. **Service level agreement**

- (i) Set deliverables and expectations with Insurers and Third-Party Administrator
- (ii) Claim volume Handling
- (iii) Claims Escalation Handling
- (iv) Endorsement Data Handling

e. **Turn Around Time (TAT) Analysis**

- (i) Monitoring delivery by Third Party Administrator/ Insurer as per agreed Service Level Agreement.

f. **Administrative Support**

- (i) Manage membership data in consultation with the Bank
- (ii) Monitoring of corporate buffer
- (iii) Calculation of monthly endorsement
- (iv) Coordination with TPAs in case of data deficiency

Section IV: Assessment Criteria

(A) Proposal Requirements

1. You may note that for the purpose of the engagement of Insurance broker, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts, i.e., the Technical Bid and the Financial Bid. The Bidder will have to submit the 'Technical Bid' and the 'Financial Bid' separately in two different sealed envelopes, but within the stipulated date and time. The 'Technical Bid' will contain the exhaustive and comprehensive Technical details indicated in Annexure 1, and Financial Bid' will contain the Pricing information as indicated in Annexure 2. 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.

2. Your response should be organized into the following sections:

Section 1 Executive Summary / Introduction

Section 2 Proposal Compliance Letter

A letter signed by an authorized officer of your organization certifying your proposal's complete compliance with the RfP specifications except as specifically noted in the appropriate sections.

Section 3 Technical Bid (as per Annexure 1 to this RfP)

Section 4 Financial bid (as per Annexure 2 to this RfP)

Brokerage in percentage (paid by the insurance company).

Section 5 Items included with the Proposal

(B) Important Terms:

Quotes: The rates quoted must be final

Terms: Your proposal must not include "Cancellation" clause.

(C) Process to be Adopted for Evaluation of the Bids

1. The evaluation of the bids received will be made on the basis of a techno commercial evaluation which will be done with 80% weightage for the technical component and 20% weightage for commercial component.

2. The technical evaluation would be done in two stages. In the first stage, only the 'Technical Bids' will be opened in the presence of an internal bid opening committee and Technical Bids in respect of only those bidders who fulfill the eligibility criteria indicated in the Section II of this

RfP will be considered for technical evaluation. The eligible technical Bids will be evaluated on the basis of Technical details and the points to be awarded as per following table: -

Evaluation criteria for Technical Bids:

Sl. No.	Criterion	Points	Total
1	Number of Years Since Composite License given by IRDA as 31.03.2020		10
(i)	Between 6 to 8 years	4	
(ii)	Above 8 upto 10 years	6	
(iii)	Above 10 upto 12 years	8	
(iv)	Above 12 years	10	
2	Paid up Capital (Rs. in crore) as per latest audited balance sheet but not earlier than 31.03.2019		10
(i)	Between 2.5 crore to 5 crore	4	
(ii)	Above 5 crores to 7.5 crore	6	
(iii)	Above 7.5 crore to 10 crore	8	
(iv)	Above 10 crore	10	
3	Annual Revenue (Rs. in crore) as per latest audited balance sheet but not earlier than 31.03.2019		20
(i)	Between 25 crore to 50 crore	5	
(ii)	Above 50 crore to 100 crore	10	
(iii)	Above 100 crore to 150 crore	15	
(iv)	Above 150 crore	20	
4	Number of employees (excluding contract and subcontract employees)		20
(i)	Between 250 to 275	5	
(ii)	More than 275 upto 300	10	
(iii)	Morethan 300 upto 350	15	
(iv)	Morethan 350	20	
5	Overall Group Health Premium Placed (Rs. in crore)		10
(i)	upto250 crore	2	
(ii)	More than 250 upto 500 crore	4	
(iii)	Morethan 500 upto750crore	6	
(iv)	Morethan 750	10	
6	Number of Corporate Group		30

	Mediclaim Policies having coverage of minimum 5000 people		
(i)	1 policy	10	
(ii)	2 policies	15	
(iii)	3 to 5 policies	25	
(iv)	Morethan 5 Policies	30	

3. All proposal responses will be opened in front of an Internal Evaluation Committee (IEC - I) constituted for this purpose in the Bank in the presence of representatives of insurance Broker/ Consultantagency, if they choose to remain present.

4. In the first stage of technical evaluation Technical Bids will be ranked on the basis of marks awarded as per evaluation criteria indicated above.

5. Bidders scoring less than 60% marks in the technical bid will be declared ineligible and will not be further evaluated.

6. In the second stage of technical evaluation the top 5 eligible bids will be selected for further evaluation on the basis of marks scored. The successful bidders of the first stage technical evaluation will be invited to make a presentation before another internal evaluation committee (IEC – II) constituted for the purpose through web meeting. In case of tie, all companies at fifth rank will be invited to make the presentation. The internal committee will rank the presentations. All five participants would be informed about their rank in their presentation.

7. The presentation should cover all aspects included in the scope of work detailed at Section III of this RfP. Bidders may include specific value propositions/additions that they wish to provide. Bidders may also give complete details of their organizational structure, number of offices in India, experience in handling similar policies for PSUs which will be considered by the committee for evaluation.

8. The bidder shall bear all costs associated with the preparation of and submission of the bid including cost of preparation/presentation etc. The Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9. The Internal Evaluation Committee (IEC) will rank the presentations as per parameters given below: -

1. Experience of the Agency
2. Geographical Coverage all over India
3. Number of Professionals with the agency
4. No. of single policies covering more than 5000 lives
5. No. of Clients
6. Earnings per Share
7. Presentation

10. After completion of Technical evaluation process, the Financial Bids of the aforesaid successful bidders will be opened in front of the IEC.

11. The commercial evaluation will be done by opening the financial Bids of those bidders who have qualified through the above process on the basis of evaluation of their Technical Bids. The commercial component would have 20% weightage. The commercial bidder quoting the lowest rate of fees would be treated as C(low). The commercial bid score would be arrived at by applying the formula $\{C(\text{low})/C*20\}$. In the case of eliminated bidders, the sealed financial bid will be returned.

12. A final decision will be taken on techno-economic evaluation in which the technical parameters, presentation and financial bids would be given weightage of 50%, 30% and 20% respectively.

(D) 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.
- Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver would be duly and publicly notified in the Bank's website before the closure of the bid date.
- Extend the time for submission of all proposals and such an extension would be duly communicated to all the agencies.
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified time frame.
- Select the bidder even if a single bid is received as response.

- Share the information / clarifications provided in response to RfP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

(E) Bid Submission

1. Response Format:

Section 1 — **Technical Bid** to be submitted in a **separate sealed envelope** in the attached Format (Refer: Annexure 1)

*Superscribe the envelope with the reference # 314/2021/1583/HO1/ADMIN /Technical Bid.

Section 2 — **Financial Bid** to be submitted in a **separate sealed envelope** in the attached Format (Refer: Annexure 2)

*Superscribe the envelope with the reference # 314/2021/1583/HO1/ADMIN /Financial Bid.

The sealed covers containing the **Technical Bid and the Financial Bid should in turn be put in one single sealed outer envelope to be super-scribed as "Technical and Financial Bids for Engagement of Insurance Broker / Consultant 2020-21"**.

2. The bid should be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, are to be signed by the authorized signatory.

3. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

4. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

5. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

6. The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Technical / Commercial bids. Only two representatives will be allowed to represent any bidder. In case the bidder's representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time at the sole discretion of the Bank.

Place: Lucknow

Date: September 30, 2020

Section V: RFP Terms and conditions

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 in any manner.
- 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 or otherwise effect the services of the Bidder to SIDBI under this RfP, 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 condition, or SIDBI's reputation or render the Bidder unable to perform its obligations under the 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 a 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 submissions, Responses are not confidential and may be used by SIDBI in whole or part. SIDBI however, 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, selection process or at the time of award of contract. SIDBI may require the Bidder to execute a Non-Disclosure Agreement (NDA) if the Bidder has not executed an NDA with SIDBI previously. The format of NDA is enclosed at Annexure3

- (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 offer.
- (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, inquiries, 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. Those agencies which do not meet the evaluation standard of 60% marks, will not be called for the presentation. Further, their Financial bids 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 a 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 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 Costs** - 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 an agreement with SIDBI. SIDBI may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder into the final agreement. SIDBI may require a successful Bidder to submit, before negotiation of the 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, annexures 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 & Dispute Resolution**-The RfP and selection process shall be governed by and construed in accordance with the laws of India. Disputes or differences whatsoever, arising out of the RfP process shall be resolved amicably between the parties. 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, except in respect of matters for which it is provided hereunder that the decision of SIDBI is final and binding, the same shall be referred to arbitration for a final decision after giving at least 30 days' notice in writing to the other party (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, one party (say 'A') shall send to other party (say 'B') within thirty days of the "Notice of Arbitration", if the dispute is

raised by 'B', and vice versa, a panel of three persons who shall be presently unconnected with both the parties ('A' or 'B').

- (ii) 'B' 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 'A' within 15 days of receipt of the names. 'A' shall thereupon without any delay appoint the said person as the Sole Arbitrator. If 'B' fails to communicate such selection as provided above within the period specified, 'A' shall be entitled to appoint one of the persons from the said panel to act as the Sole Arbitrator.
- (iii) If 'A' fails to send to 'B' the panel of three names as aforesaid within the period specified, 'B' shall send to 'A' a panel of three persons who shall be unconnected with either party. 'A' shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If 'A' fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform 'B' accordingly, 'B' shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to 'A'.
- (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 from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitrator 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 in accordance with the terms of reference and the award shall be a reasoned award.
- (vi) The language of Arbitration shall be in English and the place of Arbitration shall be Lucknow.
- (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.

(q) Independent External Monitor

SIDBI appoints competent and credible Independent External Monitor for RfP with approval by Central Vigilance Commission. The Independent External Monitor is:

Shri. Nageshwar Rao Koripalli, IRS (Retd.)

38, The Trails,

Manikonda, R.R.District

Hyderabad-500089

e-mail - knageshwarrao@gmail.com

Mobile - 97889 19555

Additionally, at any point of the evaluation, selection process or at the time of award of contract. SIDBI may require the Bidder to execute an Integrity Pact if the Bidder has not executed an Integrity Pact with SIDBI previously. The format of Integrity Pact is enclosed at Annexure 4.

Section VI

ANNEXURE I

Technical bid for the engagement of insurance broker/consultant for the year 2020 -21

No.	Particulars	Answers	Documents required in support of the requirement
1	Name of the agency		Copy of Certificate under Companies Act
	Registered office address		
	Local (Lucknow) address		
	Contact person & Mobile No.		
2	Type of License		Copy of Original license issued by IRDA while granting the license and confirmation that the entity can do business
3	Number of years in operation i.e., License Issuance/ renewal dates		Copy of License
4	Revenues (in crores) 2016-17 2017-18 2018-19 2019-20**		Submit the copy of audited balance sheets
5	Paid up capital (in crores)		Submit the copy of audited balance sheet for the financial year 2018-19

6	Reserves & Surplus(in crores)		Submit the copy of audited balance sheetfor the financial year 2018-19
7	Direct Employee strength (excluding contract and subcontract employees) as on 31 March 2019		Auditor's Certified Copy
8	No of Offices as on 31.03.2020		Auditor's Certified Copy
9	No. of Cor orate Clients as on 31.03.2020		Auditor's Certified Copy
	Names of corporate clients (Please furnish the list with contact no.)		
10	Premium Placement (Employee Benefit only) 2016-17 2017-18 2018-19 2019-20**		Auditor's Certified Copy
	Out of the above Total Group Health Insurance Premium (in crores) 2016-17 2017-18		

	2018-19 2019-20**		
I 1	Experience in Health Risk Management Services		
12	Details of policies covering more than 5000 people Please furnish the list		Auditor's Certified Copy
13	Number of Public Sector companies being served as our client		Auditor's Certified Copy

** Provisionally unaudited figures may be furnished.

**Financial Bid for engagement of Insurance brokers/consultant for the year
2020-21**

Particulars	In percentage
Brokerage (to be received from the Insurance Company)	

Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Consultant, are agreeable to render its services as *of insurance broker/consultant* as per scope defined in the *RfP No.314/2021/1583/HO1/ADMIN* for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as the BANK) and,

WHEREAS, the Consultant understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Consultant understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the Consultant may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK or of its employees;

NOW THEREFORE, in consideration of the foregoing, the Consultant agrees to all of the following conditions, in order to induce the BANK to grant the Consultant specific access to the BANK's property/information, etc.;

The Consultant will not publish or disclose to others, nor, use in any services that the Consultant performs for others, any confidential or proprietary information belonging to the BANK, unless the Consultant has first obtained the BANK's written authorization to do so;

The Consultant agrees that information and other data shared by the BANK or, prepared or produced by the Consultant for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The Consultant shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information, including but not limiting to the personal information of its employees, furnished/ to be furnished or shared by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Consultant 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.

Yours sincerely,

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

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(s)/ Contractor(s) 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.

a.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.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, 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.

d. 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.

e.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

1.The Bidder declares that no previous transgressions 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.

2.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 Principal)

(For & On behalf of Bidder/Contractor)

(Office seal)

(Office 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
