



# REQUEST FOR PROPOSAL (RFP) FOR CORPORATE AGENCY ARRANGEMENT FOR HEALTH INSURANCE BUSINESS

RFP Reference No.	HO/FI/02 / Bancassurance /2024-25
RFP Issuance Date	02.05.2023
Last Date of request for Queries/ Clarifications	09.05.2024 by 02:30 PM
Date and time of Pre-Bid Meeting through Online/offline Mode	09.05.2024 at 03:00 PM
Last Date for receipt of bids	24.05.2024 at 10:30 AM
Date and time of opening Technical bids	24.05.2024 at 11:00 AM

#### Address

<u>Financial Inclusion Department</u> HEAD OFFICE No. 19/565-11, III Floor, Sai Yashus, Opp. Venkateshwara Theatre, Vellore Road, Chittoor. A P – 517 002



	IMPORTANT DATES / DETAILS FOR BIDDERS					
Sr. No.	Description	Details				
1	R.F.P. No.	HO/FI/Banca/02/2024-25				
2	Date of issue	02.05.2024				
3	Purpose	Corporate Agency Tie-up with Standalone Health Insurance Companies				
4	Bank's address for communication & submission of RFP / Tender	Saptagiri Grameena Bank, HEAD OFFICE No. 19/565-11, III Floor, Sai Yashus, Opp. Venkateshwara Theatre, Vellore Road, Chittoor. A P – 517 002				
5	Last date for submission of queries	09.05.2024 @ 2.30 PM				
6	Pre-Bid Meeting	09.05.2024 @ 3:00 PM				
7	Date of replies to queries	14.05.2024				
8	Last date of submission of Bid	24.05.2024 @ 10:30 AM				
9	Date & time of opening of Bid	24.05.2024 @ 11:00 AM				
10	Presentation by Eligible bidders	Shall be intimated in due course				
11	This document can be downloaded from the Bank's website	www.saptagirigrameenabank.in				
12	Tender fee Applications without details of tender fee would be rejected.	<ul> <li>Rs.10,000/- {Rupees Ten thousand only} (Non-Refundable)</li> <li>Should be remitted through NEFT / RTGS / IMPS for the credit of C.A/c No. 88618083</li> <li>IFSC – SAGB0050001 (all zeros), favoring Saptagiri Grameena Bank, HO: Chittoor.</li> </ul>				



#### A. General Information

Saptagiri Grameena Bank (hereinafter called the "Bank") is exploring the possibility of entering into a distribution partnership of Health Insurance products by way of corporate agency arrangement, for which bank invites proposals from existing **STANDALONE HEALTH INSURANCE** companies in India (hereinafter called the "Bidder").

Bidders are hereby advised to carefully review and submit all relevant information as sought in the RFP.

Details of the objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document. The RFP document can be downloaded from the Bank's official web site <u>www.saptagirigrameenabank.in</u>.

#### B. About Saptagiri Grameena Bank

Saptagiri Grameena Bank came into existence from 30.06.2006 by amalgamating shri Venkateswara Grameena Bank operating in erstwhile Chittoor District and Kanakadurga Grameena bank operating in erstwhile Krishna District, in terms of Government of India Notification dt. 29.06.2006. The Bank is constituted under Regional Rural Banks Act 1976.

#### **Operational area of Saptagiri Grameena Bank:**

The Bank is having its Head Office at CHITTOOR with a jurisdiction of 6 districts namely Annamayya, Chittoor, Eluru, Krishna, NTR and Tirupati. The Bank is providing banking services through its **245 branches**. The Bank is mainly catering to the needs of Rural Poor and to all other sectors also. The Bank has been playing a pivotal role in economic development of its operational area by outreaching the people in the countryside.

#### C. Objectives

Bank at present is Corporate Agent of M/s Star Health Insurance Company for distribution of Health Insurance products. As per IRDAI (Registration of Corporate Agents) Regulations 2015 w.e.f., 1st April, 2016, a Corporate Agent can have arrangements with **three** companies each in life, general and health categories for distribution of their IRDAI approved Insurance products.

In a latest development, Insurance Regulatory and Development Authority of India amended Insurance Intermediaries Regulations, 2022 vide gazette notification dated 06th December 2022 for "Corporate Agency Tie-up" for distribution of IRDAI approved Insurance products through Bank's branch outlets and / or through electronic channels, not limited to internet banking or mobile banking. F. No. IRDAI/ Reg/4/183/2022 dated 05 December 2022. (a) A Corporate Agent (Life), may have arrangements with a maximum of **nine** life insurers to solicit, procure and service their insurance products. (b) A Corporate Agent (General), may have arrangements with a maximum of **nine** general insurers to solicit, procure and service



their insurance products. Further, the Corporate Agent (General) shall solicit, procure and service retail lines of general insurance products and commercial lines of such insurers having a total sum insured not exceeding rupees five crores per risk for all insurances combined. (c) A Corporate Agent (Health), may have arrangements with a maximum of **nine** health insurers to solicit, procure and service their insurance products. (d) In the case of Corporate Agent (Composite), the conditions as specified in clauses (a) to (c) shall apply provided that a Corporate Agent (Composite) may have arrangements with insurers in excess of the ceilings prescribed in (a), (b) and (c), subject to the condition that the total number of arrangements with life, general and health insurers, shall not exceed **twenty-seven** at any point of time.

In this connection, Bank invites proposals (Conforming to the "Eligibility Criteria" & "Technical Proposal") from Health Insurance Companies as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

This invitation has been prepared solely for the purpose of enabling Saptagiri Grameena Bank to become Corporate Agent of eligible Health Insurance Companies in addition to its current partner(s) for Bancassurance business through branches of the bank within the prescribed regulatory framework.

While the RFP is floated with an intent to select Health insurance companies, there is no commitment on the part of the Bank to necessarily select a Health insurance company. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of selection process. The Bank also reserves its right to cancel this RFP at any stage without assigning any reasons whatsoever.

#### **Broad Scope of Work**

Bank has experience of selling Health Insurance products under Corporate Agency Arrangement since 2018.

- To go with multiple tie up arrangement for Health Insurance Business and plans to add one more health insurance company of good standing in addition to its current partner/s.
- To increase awareness among our customers about insurance companies to result more demand for health insurance.
- To educate our customers and their families about about the risk and make available good health insurance products from the standalone health insurance companies who have expertise and focus solely on health insurance business.



- To provide full range of health insurance products to its customers, realize full value of its reach and customer base and to facilitate the customers to cover themselves against various kinds of risks.
- To earn Commission as per IRDAI Guidelines under the Corporate Tie-Up Arrangement. With the aforesaid objectives, Bank invites proposals from eligible Health Insurance Companies ('Bidder') with the view to enter into corporate agency arrangement with shortlisted bidder(s), to facilitate sale of Heath Insurance products in Andhra Pradesh through branch network in erstwhile Chittoor and Krishna Districts.

Bidders are hereby advised to carefully go through and submit all relevant information in the same chronology under relevant clauses as sought in RFP.

Details of the objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses, short listing as well as other relevant information is contained in this document. The RFP document can be downloaded from the Bank's website www.saptagirigrameenabank.in.

## D. Bidder's Eligibility Criteria (All mandatory provisions)

It is mandatory for the potential bidders to ensure that the following **minimum eligibility** criteria are met in order to participate in the process:-

- a) Company must be in the Health Insurance Business only.
- b) Should have been registered with IRDAI under the Health Insurance category.
- c) Should have a valid IRDAI license as on date of submission of RFP response, for procuring insurance business in India.
- d) Should have the minimum solvency ratio of 1.50 as on 31.03.2023. (Certificate from CA with UDIN to be attached)
- e) Should have been operational in the Health Insurance Business for more than 5 years in India.
- f) Should have minimum 100 Branches in India as on March 31, 2023 and 2 or more branches in area of operation of Saptagiri Grameena Bank.
- g) Authorized representative of Bidder should have given undertaking in Form 1.
- h) The bidder should have a corporate agency arrangement with at least 2 RRBs / 2 PSU Banks as on 31.03.2023.
- All bidders should submit the pre contract Integrity Pact <u>on minimum 100/- stamp</u> <u>paper</u> at the time of submitting technical bid itself. If any bid is submitted without integrity pact, such bid/s will be duly rejected.

## E. Clarification and Amendment of RFP Documents

- Bidders may request for clarifications on any clause of the RFP documents up to 09<sup>th</sup> May, 2024.
- > Any request for clarification must be sent through mail to **fi@sgbank.in**.



- > The Bank will respond to the queries latest by **14<sup>th</sup> May**, **2024**.
- At any time, before the submission of Proposal/s, the Bank may amend the RFP by issuing an addendum / corrigendum and host it on the Bank's official website.
- The addendum / corrigendum shall be binding on all the bidders. To give Bidders reasonable time to take an amendment into account in their Proposals, the Bank may extend the deadline for the submission of Proposals, if the amendment is found substantial by the Bank. In call such cases, the decision of the bank is final.

## F. Rejection of Bids

The Bank reserves its right to reject the Bid, if

- > Insurer does not meet any of the pre-bid eligibility criteria mentioned under Section D.
- > The Bid is incomplete as per RFP requirements.
- > Any condition stated by the Bidder is not acceptable to the Bank.
- RFP and any of the terms and conditions stipulated in this document are not accepted by the authorized representatives of the Bidder.
- > Required information is not submitted as per the format given.
- > Any information submitted by the Bidder is found to be untrue/fake/false.
- The Bidder does not provide, within the time specified by the Bank, the supplemental information / clarification sought by the Bank for evaluation of the Bid.
- > Non submission of Pre-Bid Integrity Pact with minimum of 100/- stamp paper.
- Applications without details of tender fee would be rejected

#### G. No Obligation / Liability of the Bank

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort the entire process at any stage without incurring any liability thereby to the affected Bidder(s) or any obligation to inform the affected Bidder(s) on the grounds for Bank's action.

It shall be sole responsibility of Health Insurance Company to comply with all statutory and regulatory provisions (Including RBI/IRDAI/any other regulatory body) while delivering the services mentioned in the RFP.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how proposals would be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

The deadline for submission of the Proposals is mentioned on the cover page of this document. Proposals received after the specified time on the last date shall not be eligible



for consideration and shall be summarily rejected.

In case of any change in deadline the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

## H. Proposal Validity

All Proposals shall be valid for a period of 90 days from the last date of submission mentioned on the cover page of this document. The Bank will make its best efforts to complete the process within this period. However, should the need arise, the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstances, the Bank shall not consider such proposal for further evaluation.

## I. Short listing, Evaluation & Selection of Insurance Partner

The RFP response may be sent or submitted at Saptagiri Grameena Bank, Head Office at the following address, complete with all the requirements as given in the RFP document latest by **10.30 am on 24<sup>th</sup> May 2024:-**

## General Manager

Saptagiri Grameena Bank

Head Office : F I Dept, Bancassurance Cell No. 19/565 - 11, 3<sup>rd</sup> floor, Sai Yasus, Opp. Venkateswara Theatre, Chittoor – 517 002 (A.P.)

## No proposal shall be accepted after this date and time.

- a) Bank will not be responsible for any postal delays and submission by way of e-mail is not acceptable.
- b) Bidders are to submit the <u>**RFP** in hardcopy</u> format in <u>original along with</u> <u>supporting documents.</u>
- c) The Bank reserves the right to accept or reject a proposal without assigning any reason whatsoever and may at its sole discretion appoint or take the help of a professional agency to help the bank in evaluation process.
- d) The Bank may abort entire process at any stage without incurring any liability thereby to the affected bidder/s or any obligation to any of the affected bidders on the grounds for Bank's action.
- e) Bids of only those Bidders will be evaluated, who meet the minimum eligibility criteria as specified in the RFP.
- f) Evaluation of all eligible bids will be done on basis of the information sought in the RFP,



by a committee of the Bank. Bidders will be ranked on the basis of the marks scored in evaluation process.

- g) Bank shall also call for the presentation to interested parties from the shortlisted bidders.
- h) The committee will finalize the selection of Health Insurance Company / Companies on the basis of marks scored in evaluation process and the presentation made. Bank's decision in this regard would be final.
- i) In case the successful Bidder is not agreeable to signing the service level agreement or impose any condition not acceptable to the Bank or communicates any changes from their stated response in RFP or presentation made to the Bank which may not be acceptable to the Bank, the Bank may at its sole discretion decide to partner with next ranked bidder.
- j) Besides high scoring as per evaluation process, final Selection for corporate agency arrangement would also be based on Highest "Commission Sharing Pattern" of the bidder, as per IRDAI norms.

## **EvaluationProcess**

1.) <u>Technical evaluation</u> of all eligible bidders will be done on the basis of parameters and the weightage (total 70 Marks) as mentioned in the table below: (The given parameters from 1 to 7 are based on percentile method).

		Weightage	Э	
Sr. No.	Parameters	Particulars	Marks Assigned	Maximum Marks
		i)Between 81%-100% Scores	3	
	Number of years of operation	ii)Between 61%-80%	2	
1.	in India	iii)Between 41%-60%	1	3
		iv)40% or less	0	
		i)Between 81%-100% Scores	5	
	Branch network in Bank's	ii)Between 61%-80%	3	
2.	operational area (i.e. 06	iii)Between 41%-60%	2	5
	districts of Andhra Pradesh)	iv)40% or less	0	
		i)Between 81%-100% Scores		
		ii)Between 61%-80%	3	
3.	Net worth of insurance company	iii)Between 41%-60%	2	5
	as on 31.03.2023.	iv)40% or less	1	
		i)Between 81%-100% Scores		
	Average business during the		3	
4.	last 3 years from	iii)Between 41%-60%	2	5
	Bancassurance	iv)40% or less	1	
		i)Between 81%-100% Scores		
		ii)Between 61%-80%	2	



		iv)50% or less	(-100%	0	
9.	Renewal ratio	iii)Between 519	%-70%	2	5
			/ 1009/		
		i)Between 91%		6	
10	Claim a attlement ratio	ii)Between 81%	1	4	C
10.	Claim settlement ratio	iii)Between 61%-80%		2	6
		iv)60% or less		1	
		i) No		2	_
11.	Penalty paid in last 3 years	ii) Yes		0	2
		i) Between 91%-100%		4	
	Percentage of Grievance			2	
12.	Redressal	iii)Between 51		1	4
	Training aupport in partification	iv)50% or less		0	
10	Training support in certification	i) Available		4	А
13.	of SP and product awareness	ii) Not available	e	0	4
	Collection mechanism of claim				
	documents & deficient			4	
14.	documents through Bank's	ii) Not available		0	4
	Branches.				
	Robust Renewal mechanism				
	(Phone, Notice, E-mail, SMS,			4	
15.	etc.) to customers	ii) No		0	4
	,	For cashless	< 03 hours	2	
	Turn Around Time for claim		> 03 hours	0	2
		For	< 30 days	3	<u></u>
16.	oottiomont	reimbursement			3
10.		claims	> 30 days	0	Ŭ
L				Ŭ,	



Please note marking on **1 to 7 parameters** of the above given table is based on **percentile method** wherein highest performer will get 100% marks and the value which made him highest performer will become benchmark for rest participants.

**For example**, bidder "A" has branch network of 10 in our operational area which is the largest branch network among all bidders having 10 is the 100% score. "A" will be eligible to get full marks i.e., 5 in branch network parameter and those companies with branch network 9 will also get 5 marks since evaluation method provides 5 marks to those whose performance is in between 81% to 100%. If bidder "B" has 7 branches which is 70% of 10 therefore mark on branch network parameter would be 3. If bidder "C" has 2 branches then its performance is 20% and therefore 0 mark will be awarded to C.

Note: Bidder should submit all the forms enclosed and all the relevant documents to evaluate the technical score. Non submission of relevant information / document such marks under such parameter will be treated as "0".

#### 2.) <u>Presentation:-</u> The presentation will carry a weightage of 30 marks.

The presentation shall comprise of comprehensive business realization plan. The plan should clearly articulate size of business to be achieved together, fee income projection for next three years, Customized products for the Bank to suit various segment of customers, Technology & MIS support, Man power support, Branch Mapping, Claims settlement and servicing support, Grievance Redressal Mechanism, Renewal mechanism, Marketing strategy, etc.,

Qualifying Bidders will be invited for Presentation before the **Selection Committee**, an appointed authority of the Bank, on dates to be specified at a later stage. The Presentation will carry a weightage of 30 marks.

# The presentation should be strictly structured as per format provided in Form 17 – Presentation Highlights.

Bank reserves the right to invite those eligible companies (bidders) which scores **minimum 50 marks out of 70** marks in the Technical bid for Presentation before a committee of Senior Executives appointed by the Bank, instead of inviting all eligible bidders. However, **Bank reserves the right to increase or decrease the number of bidders invited to make a presentation at its own discretion without assigning any reason**.

Successful bidders will be intimated date & time of presentation through their email IDs provided in Bid Document. Bidders will have to make their travel and stay arrangements at their own cost. Bank will not bear any kind of cost for the same.

# Bank reserves the right to accept or reject any application without assigning any reason whatsoever.



Bidders will be ranked on basis of sum total of marks scored in technical evaluation process and presentations made by shortlisted bidders. Bank intends to enter into corporate agency arrangement with the top bidder(s) or may not enter into agreement with any one. In case the successful bidder is not agreeable in executing service level agreement or they impose any conditions not acceptable to Bank or communicate any changes from its stated responses in the RFP or presentation made to Bank which may not be acceptable to Bank, Bank on its sole discretion may decide to partner with next ranked bidder.

Bank shall be within its rights to stipulate such terms and conditions as it may deem fit, during the contract period including the best practices to be followed by Insurance Companies and those practices which should not be adopted in Service Level Agreement.

## Language of Bid

The language of the bid response and any communication with the Bank must be written in English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in such case, for purpose of evaluation of the bids, the English translation will govern. No overwriting or pen lineation is acceptable.

#### J. Preparation of Proposals

In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Proposal, the Bidder must give particular attention to the following:-

- The data should be furnished strictly in accordance with the format specified and the dates in the format as **DD/MM/YYYY**.
- All monetary numbers should be in Indian Rupees. Denomination in INR Crores is preferred for large numbers.
- Annual numbers for Indian operations should be for Fiscal Year ending March 31, 2023 unless otherwise specified.

Submission of the data in the format other than prescribed will result in the Proposal being deemed non-responsive.

## K. Submission, Receipt and Opening of Proposal

a) The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person, who has signed the proposal, must initial such corrections.



- b) An authorized representative who would be signing the Submission letter shall initial all pages of the original Bid Document with company seal.
- c) The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time, duly signed by the authorized signatories on all the pages in a single sealed envelope duly super scribed as "Saptagiri Grameena Bank – RFP for Corporate Agency for Health Insurance".
- d) The bids would be opened on 24<sup>th</sup> May 2024 at Head Office, Saptagiri Grameena Bank, *Chittoor*, at 11:00 Hrs. The bidders who would like to be present at the time of opening of bids may send their representatives on the given date & time. The date of opening of Bids may change due to administrative reasons/exigencies.

#### L. Signing of Agreement

Upon completion of the process, the Bank shall arrange to enter into a Service Level Agreement (SLA) as prescribed by the Bank, with the selected Health Insurance Company / Companies who shall agree to all terms and conditions stipulated by the Bank and will also include the following:-

- 1. The selected Health Insurance Company should agree with the performance standards stipulated by the Bank.
- 2. The selected Health Insurance Company should maintain all the records related to policy documents of the policy holders and ensure safe custody of it and provide MIS reports to the Bank related to business under this contract from time to time.
- 3. The selected Health Insurance Company shall indemnify, protect and save the Bank against all Claims, Losses, damages, expenses, action suits and other proceedings, resulting infringements of any law pertaining to patent, trademarks, copyrights or such statutory infringements in respect of its insurance business.
- 4. The selected Health Insurance Company should provide indemnity to the Bank against all claims, costs and any omissions by the service provider and its representatives.
- 5. The selected Health Insurance Company shall indemnify the Bank for maintaining confidentiality and obligations in respect of Bank and its constituents by themselves and their representatives / agents.
- 6. The selected Health Insurance Company should procure necessary licenses, permissions and approvals from the Competent Authority and comply with all applicable laws in respect of insurance business done by them.
- 7. Bank shall have the right to terminate the agreement by issue of notice without assigning any reason and also in case of breach of contractual obligations by the selected Health



Insurance Company. The selected Health Insurance Company shall not terminate the agreement for convenience and in any case shall give at least 60 days' notice to the Bank before termination of agreement.

- 8. The Bank / any Regulatory Authority shall have the right to audit the books / records of selected Health Insurance Company.
- 9. The Bank shall have right to set off any amount which is due to the selected Health Insurance Company.

## M. Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-A of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract.

Pre-Contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

## Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons / officials of both sides, not to resort to any corrupt practices in any aspect / stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- > The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-A.
- > Those Bids which are not containing the above are liable for rejection.
- Bidders should disclose the payments to be made by them to agents / brokers or any other intermediary.
- Bidders should disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract.
- Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the



conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.

- Integrity Pact, in respect of a particular contract would be operative, stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

 Shri. Dilip Vithoba Sonipipare, IOFS (Retd.) Plot Num: 236, Yashoda Nagar, Khat Road, Bhandara, Maharastra – 441904 Ph: 9423118793.
 Shri Ahmed Javed,

Flat Num 902, Saikrupa Hill View, Golf Course Road, Sector – 12, Kharaghar, Navi Mumbai - 410210 Ph: 9821058152

#### N. Costs borne by Bidders/Respondents

All costs and expenses incurred by Bidders/ Respondents in any way associated with development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent/Bidder.

#### O. Bidder's Liability

The Bidder's liability in case of claims against the Bank resulting from misconduct or negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The selected Health Insurance company shall indemnify, protect and save the Bank against all claims, cases filed in by customers, competent courts / Tribunals / Regulatory where Bank is a party

## P. No Commitment to Accept Any Tender

The Bank shall be under no obligation to accept any other offer received in response to this tender notice.



The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder.

#### Q. Governing Law and Disputes

The selected Bid shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Chittoor.

#### **R.** Errors and Omissions

Each bidder should notify the Bank of any error, fault, omission or discrepancy found in this RFP document, but not later than three business days prior to the due date of lodgement of response to RFP.

#### S. Severability

If any provision of this RFP/ contract or any other agreement or document delivered in connection with this RFP/ contract, if any, is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability, but the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this RFP/ contract, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted, nor shall the invalidity or unenforceability of that provision affect its validity or enforceability in any other jurisdiction.

## T. Corrupt and Fraudulent Practices

- As per Central Vigilance Commission (CVC) directives, it is required that bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy, without indulging in any corrupt practice.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



- The decision of Bank in determining the above aspects will be final and binding on all the bidders. No bidder shall contact through any means of communication to the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded.
- If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

#### U. Vicarious Liability

The selected bidder shall be the principal employer of the employees, agents, contractors, sub- contractors, etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract.

No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc., by the selected bidder, for any assignment under the contract.

All remuneration, claims, wages dues, etc., of such employees, agents, contractors, subcontractors, etc., of the selected bidder, shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder's employees, agents, contractors, subcontractors, etc.,

The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder's employees, agents, contractors, sub-contractors, etc.

#### V. Appointment of external Consultant

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the services mentioned in this RFP. The bank reserves the right to appoint or take help of an external consultant without any objection of the bidder.

#### W. Compliance with Laws:

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as deemed necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

Also the bidder shall comply with the provisions of code of wages, and other labour welfare legislations be applicable for time being in force. In the event of any failure or omission to do



so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

#### X. Indemnity

The selected vendor must undertake to indemnify Saptagiri Grameena Bank and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract. The selected vendor shall have to undertake to indemnify Saptagiri Grameena Bank and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

The Bidder / contractor should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the Bank arising out of breach of Contract obligations under this arrangement by the Bidder / contractor etc.,

#### Y. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: -Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos, Terrorist attack, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survive termination of the contract.

## Z. Defaults, Breaches, Termination, and Closure of Contract

## a. Defaults and Breach of Contract



In case the selected bidder/contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- Default in Performance and Obligations: If the selected bidder /contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- Insolvency: If the selected bidder /contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- Liquidation: If the selected bidder /contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager

## b. Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the selected bidder /contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the selected bidder /contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

## c. Terminations for Default

The Bank shall be entitled to terminate the agreement with the selected Bidder at any time by giving due written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected Bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The



Selected Bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Saptagiri Grameena Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## d. Contractual Remedies for Breaches/ Defaults or Termination for Default

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank and Bidder Project Director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the Senior Authorized personnel designated by the Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the Senior Authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the Chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and venue of arbitration shall be Chittoor.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice.



All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Chittoor alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court /regulatory of appropriate jurisdiction, should it find it expedient to do so.

All disputes & controversies between Bank and Bidder shall be subject to exclusive jurisdiction of Courts in Chittoor and parties agree to submit themselves to jurisdiction of such Court.



Place: Chittoor Date: 02<sup>nd</sup> May 2024



#### MinimumEligibilityCriteria(tobefilledbyBidder)

Sr. No.	Eligibility criteria	Bidder (Yes/No)
1.	Company must be in the Health Insurance Business only.	
2.	Should have been registered with IRDAI under the Health Insurance category.	
3.	Should have a valid IRDAI license as on date of submission of RFP response, for procuring insurance business in India.	
4.	Should have the minimum solvency ratio of 1.50 as on 31.03.2023. (Certificate of CA to be attached)	
5.	Should have been operational for more than 5 years in India.	
6.	Should have minimum 100 Branches in India as on March 31,2023. Should have -02- or more branches in area of operation of Saptagiri Grameena Bank.	
7.	Authorized representative of Bidder should have given undertaking in Form 1.	
8.	The bidder should have corporate agency arrangement with at least 2 RRB/2 PSU Bank as on 31.03.2023.	
. 9	The Bidder must submit Pre-contract integrity Pact executed on Rs. 100/- stamp paper.	
10	Should pay the tender fee of Rs. 10,000/-	

Bidder should submit supporting documents for all the points mentioned above.

Place:

Date:

ъ.

**Signature of Applicant** 

Name & Designation / Seal of Organization

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**ANNEXURE-A** 

## INTEGRITY PACT

## Between Saptagiri Grameena Bank hereinafter referred to as "The Bank" and

..... Hereinafter referred to as "The Bidder/Contractor"

The Bank intends to award, under laid down organizational procedures, contract/s for Corporate Agency Tie-op arrangement for Health Insurance. The Bank 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 Bidders(s) and/ or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 – Commitments of the Bank

- 1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a) No employee of the Bank, 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 Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank 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 Bank will exclude from the process all known prejudiced persons.
- d) Undertaking by the authority that officials won't demand or accept bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil or criminal sanctions in case of violation.
- 2. If the Bank 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 Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 – Commitment of the Bidder(s)/Contractor(s)

- 1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his 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 Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit Seal and Signature of the Bidder



which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank 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) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidders shall not approach the Courts while representing the matters to IEMs and he / she will await the decision in the matter.
- g. Undertaking by each bidder that it has not paid and will not offer or pay any bribes, kickbacks, facilitation payments, gifts, etc., in order to obtain or retain a contract; along with the appropriate contractual, administrative civil or criminal sanctions in case of violation.
- h. An undertaking by each bidder that it has not colluded and will not collude with other bidders in order to rig or influence the tender process in any way.
- i. An undertaking by each bidder to disclose to the authority and the monitor all payments made, or promised, in connection with contract in question to anybody (including agents and other middlemen). This refers to payments made directly as well as indirectly through family members, etc.
- j. The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the corresponding sanctions, remain in force for the winning bidder until the contract has been fully executed.

Seal and Signature of the Bidder



- k. The explicit acceptance by each bidder that it will have to provide the same IP undertakings from all its subcontractors and joint-venture partners.
- 2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3. The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/subcontractor(s). Agents/Agency Commission: The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor /stockist of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder: nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects /program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents /agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

# 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 any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

## Section 4 – Compensation for Damages



- 1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- 2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

## Section 5 – Previous Transgression

- 1. The Bidders 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 other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- 3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- 4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- 5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.
- 6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

## Section 6 – Equal treatment of all Bidders/Contractors/Sub- Contractors

- 1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
- 2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
- 3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

## Section 8 – Independent External Monitor / Monitors

Seal and Signature of the Bidder



- 1. The Bank appoints competent and credible Independent External Monitor for this Pact. 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 functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- 3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- 4. The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank 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.
- 6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- 7. lf the Monitor has reported to Authority designated by the Bank, а substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank 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.
- 8. The word '**Monitor'** would include both singular and plural.

## Section 9 – 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 on whomsoever it may be.
- 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 the Bank.

## Section 10 – Examination of Books of Accounts

#### సమ్త**గిల గ్రామీణ బ్యాంక్** (arty borling) red of general Saptagiri Grameena National Superson Bank

#### RFP for Corporate Agency Arrangement for Health Insurance Business

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

#### Section 11 – Other provisions

- 1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Head Office of the Bank, i.e. Chittoor.
- 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. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- 4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

## Company Code of Conduct

Bidder(s) / Contractor(s) also has a code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## Sanctions for Violation

If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned here in below:

- i) To disqualify the Bidder/Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder/Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder/ Seller for damages, if any. Subject to Clause5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD/Advance Bank Guarantees/Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.



If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

#### **Compensation for Damages**

If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

#### Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded."

The parties hereby sign this Integrity Pact at .....on ......

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal) Place ----- (Office Seal) Place ------

Witness

Witness



## FORM1-UndertakingbyBidder

[Date/Place]

To The General Manager, Saptagiri Grameena Bank, Head Office 19-565/11, 3<sup>rd</sup> floor, Sai Yasus, Chittoor, A.P.

Dear Sir,

## Sub: RFP for proposed Corporate Agency Arrangement for Health Insurance Business

- 1. We, the undersigned are duly authorized to represent and act on behalf of *(Bidder-Name of Company)*.
- Having reviewed and fully understood all information provided in the Request for Proposal Document dated (*date*), issued by the Bank, (*Bidder- Name of Company*) is hereby submitting the Bid. As required we are enclosing the following:
- a. Bid as per the RFP
- b. Other details and supporting documents (as applicable) in response to the requirements outlined in the RFP.
- 3. Our Bid is unconditional, valid and open for acceptance by Bank till 90 days from the last date of submission of the RFP.
- 4. We undertake that we shall make available to the Bank, any additional information / clarification it may find necessary or require to supplement or authenticate the Bid.
- 5. We hereby agree, undertake and declare as under:
  - a. We have examined the RFP document and have no reservations with respect to the same.
  - b. Our Bid is, in all respects, compliant with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects.
  - c. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby agree and undertake to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period, including any extended

Seal and Signature of the Bidder

period, as specified in accordance with the RFP.

- d. We declare that in the event that the Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
- e. We undertake that in case due to any change in facts or circumstances or applicable laws during the Bidding process, we are disqualified in terms of the RFP, we shall intimate the Bank of the same immediately.
- f. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bid process and have not been blacklisted by any Nationalized Bank/RRB or Regulatory Authority in the past.
- g. We confirm that the Bank and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our employees and clients regarding any financial and technical aspects.
- h. This letter will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by *Saptagiri Grameena Bank* to verify statements and information provided in this Bid, or with regard to our resources, experience, and competence.
- i. We hereby irrevocably waive any right which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.
- j. This letter also serves an authority to the Bank to furnish any information related to the Bidder in relation to the proposed Corporate Agency Arrangement to any Regulatory / Statutory authority in India to which the Bank & its proposed Corporate Agency Arrangement is subjected to.
- 6. We understand that:
  - a. All information submitted under this Bid shall remain binding upon us.
  - b. The Bank may in their absolute discretion reject or accept any Bid.
  - c. We acknowledge the Right of the Bank to reject our Bid without assigning any reason for the Proposed Tie-up and reject all Proposals. Otherwise and hereby waive our right to challenge the same on any account whatsoever.
  - d. Bank is not bound to accept any Bid that it may receive pursuant to the RFP.
- 7. We acknowledge that the Bank will be relying upon the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statement made by us and all the information pursuant to this letter are complete, true and



accurate to the best of our knowledge and belief.

8. We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by the Bank from time to time at its sole discretion.

9. This Bid shall be governed by and construed in all respects according to the laws of India. Courts in *Chittoor, AP. INDIA*, India, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

10. All the terms used herein but not defined, shall have the meaning as ascribed thereto under the RFP.

11.Data reported / submitted in the format are tallied with the data submitted to IRDAI.

12.We confirm that we are complying with the IRDAI guidelines.

13.We confirm that the commissions payable to Saptagiri Grameena Bank on month on month basis for the business mobilised by \_\_\_\_\_\_ (Name of the Bidder) through Saptagiri Grameena Bank will be as per as per IRDAI guidelines

(Bidder – Name of the Company)

Seal & Signature of the Authorized Person:



## Form2–OrganizationSnapshot

		Name of the Applicant Firm			
		Complete address – H.O			
		Head Office			
		Website			
		Type of Company, i.e., Private			
		Limited or Public Limited or Joint Venture Partners & % of stake			
		held by each as on 31.03.2023			
		Year of Establishment			
1	Drofilo	Month & Year of Commencement of Business			
		IRDAI License Number & Date			
		PAN & GSTN			
		No. of Employees			
		(permanent/regular) as on 31.03.2023			
		Number of Branches as on 31.03.2023			
		- In India	•	:	•
		- In Bank's service area	:	•	-
		Market Share as on 31.03.2023	•	•	•
		Financial Information	2020-21	2021-22	2022-23
		a. Invested Capital (INR Cr)			
		b. Profit /(Loss) after Tax (INR			
	Financial	c. Accumulated Profit / loss (INR Cr)			
	Strength &	d. Net Worth (INR Cr)			
2	Performance	e. Solvency Ratio			
		Other Information	2020-21 *	2021-22 •	2022-23 *
		a. Number of Policies			
		b. Gross Written Premium (INR			
		c. Average Claim Settlement time	•	•	
		(TAT) TAT mentioned is (navment date) –	•	•	•
		(last document received date)	•	•	•
		(payment date) – (last document received date)	•	•	

Seal and Signature of the Bidder



d. Claims Paid (INR Cr)
e. Grievance Redressal Ratio
f. Retention/ Renewal Ratio
g. Claim settlement ratio (Group)
h. Claim settlement ratio (Retail)
i. Claim settlement ratio (Overall)

Seal and Signature of the Bidder



#### Form-3:OrganizationDetails

- A. Please provide the list of All Board of Directors as on date with a brief background of each.
- B. Please provide the organization chart as on date showing the structure of various departments that exist and reporting structure of respective functional heads.
- C. Please provide the structure & hierarchy of Bancassurance Department as on date.
- D. Please provide the list of Top Management Executives as on date with their Names, Designation & E-Mail Id's in the format as given below:

Sr. No.	Name of Executive	Designation	Location	E-Mail ID	Contact No.

E. Please provide the number of branches as on (date) across various districts of Andhra Pradesh.



## Form4:Products&Commission

S.N	Product	Product category	Maximum Commission approved by IRDAI	Maximum Commissio n offered to bank*	Maximum Commission approved by IRDAI for renewals	Maximum Commission offered to bank for renewals
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

\*Within the permissible IRDAI regulations and guidelines.



## Form5:Channel wisebreakup of business

PARTICULARS	Gross Premium (INR Cr.)				
	2020-21	2021-22	2022-23		
Tied Agency					
Corporate Agents-Banks					
Corporate Agents-Others					
Brokers					
Web Sales					
Direct Sales Team					
Others					
TOTAL					



### Form6–Product wise business

Amt in Cr

Product				
2020-21				
2021-22				
2022-23				



# Form7-CLAIM SETTLEMENT INDIVIDUAL & GROUP

#### INDIVIDUAL CLAIMS OF STANDALONE HEALTH INSURERS (NUMBER OF POLICIES)

Particulars	FY 2020-21	FY 2021-22	FY 2022-23
Claims pending at start of year (A)			
Claims intimated / booked during the year(B)			
Total Claims (C=A+B)			
Claims paid (D)			
Claims repudiated (E)			
Claims Closed during the period (F)			
Claims pending at end of year/period (G=C-D- E-F)			

#### INDIVIDUAL CLAIMS OF STANDALONE HEALTH INSURERS (AMOUNT OF CLAIMS)

		(Figu	es in INR Cr)
Particulars	FY 2020-21	FY 2021-22	FY 2022-23
Claims pending at start of year (A)			
Claims intimated / booked during the year(B)			
Total Claims (C=A+B)			
Claims paid (D)			
Claims repudiated (E)			
Claims Closed during the period (F)			
Claims pending at end of year/period (G=C-D- E-F)			



#### GROUP CLAIMS OF STANDALONE HEALTH INSURERS (NUMBER OF CLAIMS)

Particulars	FY 2020-21	FY 2021-22	FY 2022-23
Claims pending at start of year (A)			
Claims intimated / booked during the			
year(B)			
Total Claims (C=A+B)			
Claims paid (D)			
Claims repudiated (E)			
Claims Closed during the period (F)			
Claims pending at end of year/period (G=C-			
D-E-F)			

# GROUP CLAIMS OF STANDALONE HEALTH INSURERS (AMOUNT OF CLAIMS)

		(FIE	gures in INR Cr)
Particulars	FY 2020-21	FY 2021-22	FY 2022-23
Claims pending at start of year (A)			
Claims intimated / booked during the			
year(B)			
Total Claims (C=A+B)			
Claims paid (D)			
Claims repudiated (E)			
Claims Closed during the period (F)			
Claims pending at end of year/period (G=C-			
D-E-F)			



### Form8–GrievanceRedressal

Please provide data pertaining to grievance redressal in the format given below for last 3 FY:

FY	Opening Balance of Grievances c/f	No. of Grievances resolved during the Year	No. of grievances pending at the end of the year
2020-21			
2021-22			
2022-23			



### Form9–BancassuranceExperience

1. Does the bidder have a dedicated vertical and team for RRBs/PSU Banks?

2. List of Banks/NBFCs acting as Corporate Agents for the organization as on March 31, 2023.



# Form10–BranchNetwork&ManpowerSupport

Sr. No.	District	No. of branches of insurance company	Manpower (i.e. no. of agents, company's officials, etc.)	Proposed deployment of manpower exclusively for Saptagiri Grameena Bank
1	Annamayya			
2	Chittoor			
3	Eluru			
4	Krishna			
5	NTR			
6	Tirupati			
	Total			



# Form11:Support

S.N.	Support	Remarks
1	Manpower	
2	Training	
3	Marketing	
4	Operations & MIS	
5	Claims	
6	Technology	
7	Any other support	



### Form12:Compliance-Penalty&WarningsbyIRDAI

### <u>PleaseprovidethedetailsofPenalty&warningsbyIRDAlduringlast-3-years,ifany</u> (MonetaryPenaltyimposedmaybeshownseparately)

Has the Bidder been ever penalized by IRDAI in 5 years? (Yes / No)

Please provide details for 5 FY's in the format as given below:

FY	Penalty / Warning	Amount of Penalty If applicable (In Rs.)	Detailed Reason for Penalty
2022-23			
2021-22			
2020-21			
2019-20			
2018-19			



# Form13:Productcustomization

- 1. Has the bidder customized products for any of its channel partners till date?
- 2. Is the bidder willing to customize products for Saptagiri Grameena Bank?
- 3. Please provide one example of product customization for any existing channel partner.



# Form 14: Claim collection mechanism & Issuance of Health ID Cards

- a. Reimbursement claim documents collection mechanism.
- b. Collection mechanism for deficient documents related to claim.
- c. TAT for issuance and delivery of Health ID Cards directly to the customers.



### Form15:HospitalNetwork

**A.** Please provide the details of your hospital network across various states / union territories as on 31.03.2023.

Name of State / Union Territory	No. Of Hospitals on Panel	No. Of Hospitals providing cashless

**B.** Additions/Deletions to Hospital Network

Sr. No.	Name of the TPA (If TPA is used)	No. of Hospitals at the beginning of year (01.04.2022)	No. of Hospitals added to the network during FY 2022-23	No. of Hospitals withdrawn or removed during FY 2022-23	Total number of hospital in the network as on 31.03.2023



### Form16:THIRDPARTYADMINISTRATOR(TPA)

- 1. Do you work with TPAs or are all the services handled by your organization itself?
  - > We work with TPAs
  - No, we don't use TPAs the entire network and servicing is handled by our company directly
  - > We use TPAs and also manage part of the network and servicing ourselves (Both)
- 2. If you employ the services of any TPA please give the following details:
  - a. Name of each TPA
  - b. Number of Hospitals handled by the TPA (as of 31.03.2023)



# Form17 : PRESENTATION HIGHLIGHTS

SI. No.	PARTICULARS
1	Business & Revenue Projections for Bank and Strategies for achievement of the same (New Business & Renewal)
а	Dedicated Bancassurance Vertical
b	Business & Revenue Projections for the Bank
С	Strategies for mobilisation of New Business
d	Strategies for Renewal Business
2	Support System to be provided to the Bank in terms of Manpower, Sales, MIS, and deployment of technology for simplification of issuance of Policies
а	Manpower, Lead generation & Marketing Support
b	Timely MIS on business mobilisation & Commission earned
с	Customized products, IT integration, Digital capabilities - Policy issuance, Verification, Servicing, TAT
3	Claim Settlement and Compliance related Support to be Provided to the Bank, product strategy including development of new tailor made products for our Bank
а	Simplified Claim Settlement Process, TAT
b	Compliance related Support: Periodic IRDAI returns, IRDAI Audit, Creation of Specified Persons (SPs) for Bank
С	Customized products for Assets and Liabilities Portfolio of our Bank



# **Other information**

Sr. No.	Parameter	Details required
1.	Bank Promoted OR Bank as Group Company	
	OR Any Bank with Shareholding > 4.99% OR	
	Non-Bank Promoted	
2.	No. of Years of Operation in India	
3.	No. of Branches - in Andhra Pradesh	
	- in our Bank Operating areas	
4.	Gross Written Premium during Last Year	
	(Rs. in Crore)	
5.	Business Growth in last year (%)	
6.	Dedicated Bancassurance Vertical (Yes / No)	
7.	Solvency Ratio (Last 3 Financial Years)	
8.	Profit after Tax (For Last 3 Years)	
9.	Compliance - Penalty by IRDAI (In Last 3	
	Years) No. of	
	Any Serious Violation penalty 25 Lacs or above	
10.	Claim Settlement - Claim Repudiation Ratio	
	(% No. of Claims Rep)	
11.	Grievance Redressal	
	(Avg of 3 years grievances pending)	
12.	Business Proposition	
	- Projected Revenue to the Bank in 3 Years	
13.	Manpower Support	
	- Number of Dedicated Sales Staff Committed	
	& Well Defined Role of Manpower Committed	
4.4	•	
14.	Training Support - Well Defined Training Strategy & Training Support for Developing SPs	
15.	Marketing Support	
10.	- Elaborate Mktg Activities - Joint and Electronic	
	- Cross Selling/Up Selling Support by Insurer	
16.	Operations, Service & Claims Support	
	<ul> <li>Dedicated Support Structure for Bank</li> </ul>	
	- Defined TATs on Service and Claims	
17.	Technology , Digitization & MIS Support	
	- Core System - Interface/Integration	
	- Mobile Application for Bank Customers	
	- Partner Portal	
	- Real Time MIS	
	- TAB Based Sales Enablement	
l	- TAD Daseu Sales Enablement	



### **Declaration**

- All the information furnished by us hereinabove is correct to the best of our knowledge and belief.
- We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- We agree that the decision of Saptagiri Grameena Bank in selection process will be final and binding on us.
- We confirm that we have not been barred / blacklisted / disqualified by any Regulator / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.

Place:

Signature of Applicant

Date:

Name & Designation / Seal of Organization