

42	36	Annexure 6/Sl.15/Scope of work	15	The Aggregate limit on claim settlement for a single incident should not be applied.	Venezuela Yemen The Total liability of ICICI prudential life insurance co ltd, under this Group insurance contract shall be limited to Rs 300 crores for any one event. All claims occurring directly as a result of such event, irrespective of the date of the claim itself, shall be aggregated for the purpose of this limitation. The event limit refers to the amount paid by the insurer.	RFP Clause stands
43	35	Annexure 6/Sl.6/Scope of work	6	The member employees should be covered without individual good health certificate and claims should be settled accordingly. In case of death claim, 100% of capital sum insured should be paid as per Sl no.7 of scope of work.	Free Cover Limit shall be applicable up to age 60 or retirement age whichever is earlier. (Members above age 60 years have to be medically underwritten.)	RFP Clause stands
44	35	Annexure 6/Sl.7/Scope of work	7	Insurance coverage is as under: Subordinate Cadre 20 months' gross salary subject to a minimum of Rs.10 lakhs Clerical Cadre 20 months' gross salary subject to a minimum of Rs.15 lakhs Officer employees 20 months' gross salary subject to a minimum of Rs.20 lakhs	a. Please share Individual claim details of last 3 years. b. Please share COVID-19 details in the member data till date.	Bank has noted the content of this query and will be providing historical data for 3 years. Regarding COVID data, will be providing historical data like affected, recovered and deaths.

45					Please share Expiring SA benefit and proposed SA benefit.	It is a fresh proposal
46	35	Annexure 6/SL.3/Scope of work	3	The minimum and maximum age of the employees will be 18 years and 60 years (up to the last day of month of superannuation) respectively. Further, employees who have ceased to be in services of the Bank due to Superannuation/VRS/SVRS shall be covered till the expiry of the policy. In case if the employee opts out of this risk cover, then Bank will inform such employees to be deleted from the risk coverage from the date of retirement/separation	Group Term Insurace is an Employer Employee life insurnace Benefit given to Employees. Extension of GTI Life covergae beyond superannuation will be provided subject to extension of service by the employer. Hence we may require a deviation to the clause.	RFP Clause stands
47	35	Annexure 6/SL.4/Scope of work	4	The claim in case of a newly appointed recruit should not be rejected merely on the ground that addition intimation was missed out to the insurance company when there is a sufficient CD balance maintained by the insured.	As per company process, all the Mid-Joiners/Leavers to be reported to SBI Life with in 90 days from the date of joining/leaving .Hence we may require a alternation to the clause.	Please refer point 2 of Annexure-6 - Scope of Work
48	35	Annexure 6/SL.6/Scope of work	6	The member employees should be covered without individual good health certificate and claims should be settled accordingly. In case of death claim, 100% of capital sum insured should be paid as per Sl no.7 of scope of work.	We will cover all the members subject to the FCL terms as per the reinsurer	RFP Clause stands
49	36	Annexure	13	Actively at Work Clause “ has to be	AW clause waiver will be subject to	RFP Clause stands



			waived off"	reinsurer acceptance	
50	35	Annexure 6/SL.7/Scope of work	7	<p>We require active data with below fields - Emp No, Emp Name, Designation, Gender, DOB, DOJ, Monthly salary,</p> <p>Last 5 years Mortality data with below fields are required - Emp No, Emp Name, Date of death, cause of death</p> <p>We require memebrr wise covid affected details along with current status ( Recovered/death/Under Treatment)</p>	<p>Bank has noted the content of this query and will be providing historical data for 3 years. Regarding COVID data, will be providing historical data like affected, recovered and deaths</p>
51				Annexure word format	Please check amendment/corrigendum published
52	43	APPENDIX-D - Pre Contract Integrity Pact - 6. SANCTIONS FOR VIOLATIONS		Appendix-D on non-judicial Stamp paper	Stamp paper should be of Rs.100/- (Rupees Two Hundred Only)





All the other Instructions and Terms & Conditions of the above RFP remain unchanged.  
Please take note of the above Amendments while submitting your response to the subject RFP.

Date: xx/01/2021  
Place: Bengaluru

  
General Manager



AMENDED APPENDIX-D

Pre Contract Integrity Pact  
(This has to be submitted in the non-judicial Stamp Paper)

1. GENERAL

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

AND

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

1.2. WHEREAS the BUYER proposes to procure (Group Term Insurance for employees) /engage the services and the BIDDER is willing to offer/has offered the solution and

1.3. WHEREAS the BIDDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of solution proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER liable for damages and replacement costs incurred by the BUYER.



2. NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.



3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

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

#### **COMMITMENTS OF BIDDER**

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

3.4. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.5. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

3.6. The BIDDER further confirms and declares to the BUYER that the BIDDER is the Authorized IRDA solution Provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.7. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.8. The BIDDER- will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.9. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 3.10. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### **4. PREVIOUS TRANSGRESSION**

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

#### **5. SANCTIONS FOR VIOLATIONS**

- 5.1. Any breach of the provisions herein contained by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-



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

#### **6. FALL CLAUSE**

- 6.1. The BIDDER undertakes that it has not supplied/is not supplying similar solution/s at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar solution/s was supplied by the BIDDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, 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.

**7. INDEPENDENT EXTERNAL MONITORS**

- 7.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of bidding process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 7.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 7.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Procurement documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Bid is being /has been submitted by BIDDER. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 7.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 7.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER and submit proposals for correcting problematic situations.

**8. FACILITATION OF INVESTIGATION**

