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BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL (RFP) FOR GROUP TERM INSURANCE IN LIEU OF EDLI (EDLI POLICY)

REFERENCE NO. : BHEL : CO : FIN : INS : EDLI: 22-23

**BHARAT HEAVY ELECTRICALS LTD.
CORPORATE FINANCE DEPARTMENT
BHEL HOUSE, SIRI FORT
NEW DELHI – 110 049.**

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EMAIL:
Kamlesh.agarwal@bhel.in
neeraj@bhel.in



BHARAT HEAVY ELECTRICALS LTD.
(A Government of India Undertaking)
CORPORATE FINANCE DEPARTMENT
BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049

REF No: BHEL:CO:FIN:INS: EDLI:22-23
Date: 29th July 2022

Due Date & Time of Submission of Bids - On or before 16:00 hrs on 8th Aug. 2022.

Due Date & Time of Opening of Techno-commercial Bids - At 16:30 hrs on 8th Aug. 2022.

Dear Sir / Madam,

Subject: Request For Proposal (RFP) for Group Life Insurance Policy (EDLI) for the Policy period 2022-23

BHEL is a Multi Unit Company having its presence across the country and with strength of nearly 30358 employees (as on 30.06.2022) in different age groups with the retirement age of 60 years. BHEL intends to take the following Group Life Insurance Policy for its employees for the Policy period 2022-23:

Group Term Insurance in lieu of EDLI (EDLI) with an Insurance Cover of Rs. 7,02,000/- per employee. This policy is being taken for all the full time regular employees of the Company.

BHEL invites RFP along with the relevant information/documents as detailed in the RFP document from the interested Insurance Companies registered with IRDA.

The life insurance companies having IRDA approved Group Term Life Products in the Indian market for at least Three years as on 31st March 2022 and having approval of PF Authorities for issue of EDLI Policy would only be considered. Further such IRDA registered/licensed life insurance companies should not have been barred from dealing or selling Group Term products in the market by IRDA.

As part of the tender requirement, all the bidders are required to enter into Integrity Pact with BHEL. Only those bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding.

We are pleased to invite your offer in two parts in a sealed cover **through GeM portal** superscribed as:

Part 1: "Techno-Commercial bid for Group Insurance (EDLI) Policy"

Part 2: "Price bid for Group Insurance (EDLI) Policy"

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authorized official of BHEL

Signature & Seal of the
authorized officials of Underwriters

The tenders received after the Due Date and time of Submission are liable to be rejected.

For the sake of understanding it is clarified that the contents of this letter is part of the RFP/tender terms and conditions.

Thanking you and looking forward to your response,

Yours faithfully,


(Neeraj Kumar)
Sr. DGM (Finance)

Signature & Seal of the
authorized official of BHEL



Signature & Seal of the
authorized officials of Underwriter

Section-A
Issues relating to Tendering/RFP Process:

- 1) The bid shall remain valid for 90 days from the date of opening of Techno-Commercial bid.
- 2) Under no circumstances the change in price or other terms and conditions shall be allowed.
- 3) Where the RFP document is silent, the market conventions will be followed by the either side.
- 4) Unsolicited fresh / revised Price Bid shall not be entertained.
- 5) Canvassing in any form in connection with the RFP is strictly prohibited and the tender submitted by the underwriter who resorts to canvassing is liable to be rejected.
- 6) BHEL reserves the right to accept / reject, partly or in full, any RFP without assigning any reason there for.
- 7) The premium rates are to be quoted net of all discounts exclusive of taxes, if any. Only single rate for all age groups will be quoted.
- 8) It will be for Underwriter to comply with all the rules and regulations pertaining to insurance. Underwriter will alone be responsible for any breach thereof and for all its implications including financial ones.
- 9) The bidders shall quote the rates both in English words as well as in Figures.
 - (a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

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authorized official of BHEL*



*Signature & Seal of the
authorized officials of Underwriters*

- 10) If BHEL and Underwriter fail to agree on certain issues such as tenability and quantum, the matter will be referred to Arbitrator under Arbitration and Conciliation Act, 1996. In case of dispute with PSU Underwriters, such dispute or difference shall be referred to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).
- 11) The Policy issued by the underwriter should be strictly in accordance with the Terms and Conditions of the RFP. Any clause in the Policy, whatsoever, in contravention of the Terms and Conditions of the RFP will be null and void and will not be binding on BHEL. In case of conflict between the RFP/ Tender terms and conditions & Policy wordings, the Tender terms and conditions shall prevail in such circumstances.
- 12) Sum Insured is only indicative and is liable to change at the time of taking the policy. BHEL also reserves the right to enhance the sum insured by paying additional premium on pro-rata basis for the balance period of the policy.
- 13) The Techno-Commercial bid will clearly state the deviations sought, if any.
- 14) Notwithstanding anything contained in the Policy to the contrary, Underwriter will have no option to cancel the Policy before the end of the policy period.
- 15) BHEL reserves the right to get the policy (ies) serviced by different offices of the Underwriter depending upon the convenience of our units/ offices.
- 16) Canvassing in any form in connection with the RFP is strictly prohibited and the RFP/ tender submitted by the Underwriter who resorts to canvassing are liable to be rejected.
- 17) Secrecy of BHEL information / documents has to be ensured at all times.
- 18) Guidelines issued by IRDA/TAC from time to time with regard to Insurer's responsibility & liability towards insured shall be automatically applicable to this Insurance contract to the extent they improve upon the stipulation of this RFP/ tender from BHEL's point of view.
- 19) In case two provisions to the RFP are considered to be contradictory, the same shall be pointed out as a part of Techno-Commercial bid. BHEL's decision in this respect will be final.
- 20) Performance of all the Underwriters with reference to the claim settlement will be reviewed periodically which may have bearing on business relations with BHEL.
- 21) All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.
- 22) The Underwriters shall closely peruse all the clauses and specifications indicated in the RFP/Tender Documents before quoting. Only such clarifications that are issued after discussions on technical deviations and

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which affect the RFP/tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid. Bidders may contact us before scheduled opening of the Price Bid to find out whether any clarifications have been issued or not, so as to eliminate chances of the same having not reached the right person/ office despite their dispatch by us.

- 23) Annexure-B and Annexure-C of the Techno-Commercial Bid should be read in conjunction. In the Annexure-B Checklist of Techno-Commercial Bid, disagree should be mentioned only against those conditions for which Deviation has been taken in Annexure-C Deviation Statement.
- 24) It may be noted that the offers with deviations are liable to be rejected without any further discussions.
- 25) In case you choose not to bid, you are requested to send us a Regret letter for our records.
- 26) In case of any doubt, the clarifications may be sought through Email (a) kamlesh.agarwal@bhel.in (b) neeraj@bhel.in by 2nd Aug. 2022.
- 27) The list of employees for EDLI Policy will be furnished through email to the interested Underwriters. You are requested to provide us with the email addresses of the concerned officials at the following addresses:
Kamlesh.agarwal@bhel.in and neeraj@bhel.in
- 28) The life insurance companies having IRDA approved Group Term Life Products in the Indian market for at least Three years as on 31st March 2022 and having approval of PF Authorities for issue of EDLI Policy would only be considered. Further such IRDA registered/licensed life insurance companies should not have been barred from dealing or selling Group Term products in the market by IRDA.
- 29) STEPS IN THE PROCESS OF THE RFP BY BHEL
 - 30.1 **Technical Qualification:** As a first step of evaluation process, Techno-Commercial bid of all the bidders shall be opened & scrutinized with a view to determine technical acceptability of the offers and to check submission of the required documents.
 - 30.2 Issue of clarifications, if applicable
 - 30.3 Opening of price bids
 - 30.4 **Price Bid Evaluation:**

Bidder quoting lowest overall and adhering to RFP/ tender stipulations in an unqualified manner will normally be declared L-1.

Evaluation of L1 bidder will be on the basis of total Premium (including GST / applicable taxes).

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30.5 Evaluation in case of more than one L-1 bidder

In Course of evaluation, if more than one bidder happens to occupy the L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

31) We have annexed to this RFP/ tender the following Annexures -

- (i) Certificate of Declaration for Confirmation of IRDA / TAC guidelines – Annexure "A"
- (ii) Checklist- Annexure "B"
- (iii) Deviation Statement -Annexure "C"
- (iv) Schedule of General Particulars - Annexure "D"
- (v) Details of Group Term Plan being sold by bidders - Annexure "E"
- (vi) Unpriced Price Schedule (Employees Deposit Linked Insurance Policy- EDLI) - Annexure "F"
- (vii) Integrity Pact –Annexure-G
- (viii) Claim Experience Annexure-1
- (ix) Price Bid

32) Annexure-A to Annexure-G are forming part of Techno-Commercial Bid. The following documents are **also to be attached** as a part of Techno-Commercial Bid:

- a) **Copy of Approval of PF Authorities for issue of EDLI Policy.**
- b) **Valid Power of Attorney in favour of official signing the RFP document** or Certificate from CEO/CFO authorizing the signatory to submit proposal/documents/information in respect of RFP
- c) **Duly signed RFP document** as a token of acceptance of all terms and conditions of the RFP

33) **Price Bid shall be submitted in separate sealed envelope super-scribed as "Price bid for Group Insurance (EDLI) Policy"**

The Techno-Commercial Bids will be opened on the scheduled day and time. You may also be present for Bid opening. Bids received after the due date and time are liable to be rejected.

34) **Fraud Prevention:** The bidder along with its associates/ collaborators/ sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

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authorized officials of Underwriter

35) Integrity Pact (IP):

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Phone & Email
1.	Shri Otem Dai, IAS (Retd.)	iem@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender (**Annexure-G**) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (Phone/Post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name: 1. Neeraj Kumar, SDGM
 Deptt.: Corp. Finance (Insurance Cell)
 Address: 5th Floor, BHEL House,
 Siri Fort, New Delhi-110049
 Phone : +91 11 66337241
 Email: neeraj@bhel.in;
 Fax: +91 11 26001143

2. Kamlesh Agarwal, Dy. Manager
 Corp. Finance (Insurance Cell)
 5th Floor, BHEL House,
 Siri Fort, New Delhi-110049
 +91 11 66337253
kamlesh.agarwal@bhel.in
 +91 11 26001143

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 authorized official of BHEL



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 authorized officials of Underwriter

Section B
Special Conditions of Contract (EDLI Policy)

- 1) Insurance Company will issue Master Policy for EDLI in the name of BHEL, New Delhi.
- 2) The scheme is applicable to all the full time regular employees between the age of 18 and 60 years on the pay rolls of the company and drawing pay in the salary grades of the Company or in the pay scales of the Government/Public Sector Undertakings in the case of deputationists including Company's own trainees and temporary employees recruited against regular vacancies either on daily rated wages or on consolidated wages but excluding casual, temporary, ad hoc, those on daily wages and trainees/apprentices under the Apprentices Act, 1961.
- 3) The minimum and maximum age of the employees entitled to join the scheme is 18 and 60 years respectively. Employees will be considered to remain covered till the date of cessation of their service on account of retirement/ resignation/ repatriation/ termination etc. However, the retirement date in BHEL is 24th of the relevant month. Therefore, the Policy should cover up to the date of actual retirement i.e. 24th.
- 4) The Policy for GROUP TERM INSURANCE IN LIEU OF EDLI shall cover death under all circumstances including suicide and without any moratorium period.
- 5) Presently, the GROUP TERM INSURANCE IN LIEU OF EDLI is being taken for Rs. 7,02,000/- per employee.
- 6) The Sum Insured is only indicative and is liable to change at the time of taking the policy or during the currency of the Policy. BHEL also reserve the right to enhance the sum insured by paying additional premium on pro-rata basis for the balance period of the policy.
- 7) The premium for GROUP TERM INSURANCE IN LIEU OF EDLI policies will be paid centrally by this office. The annual Premium shall be paid in quarterly instalments. A grace period of one month will be applicable on premium payment instalments. The premium invoices shall be issued by the underwriter in line with regulatory provisions (GST Compliant) and as directed by BHEL.
- 8) After award of the Policy, no complaints/ request will be entertained as to difficulty in administration / Servicing of Policy due to various locations of BHEL.
- 9) The Premium rate shall remain unchanged during the Policy period.
- 10) List of the employees as on the Policy Start date will be given to the successful bidder.
- 11) The claims for EDLI will be lodged directly by the unit concerned with the underwriter. All the claims will be settled by the underwriter by sending cheque / bank draft to this office drawn in favour of "Bharat Heavy Electricals Limited"

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Signature & Seal of the
authorized officials of Underwriter

payable at New Delhi or through EFT / RTGS. Payment will in turn be made by BHEL to the beneficiary. In the event of any claim, only following documents will be provided by BHEL.

1. Death Certificate (duly attested Photocopy)
2. Claim Form
3. Advance Discharge Receipt

12) The underwriter will be required to settle the claims within 30 days of submission of all requisite papers. The set of claim documents formats will be provided by the successful underwriter while issuing the cover. **Interest @2% over bank rate will be payable in case of delay in settlement of claim.**

13) Policy can be terminated by BHEL by giving one-month notice under the following circumstances:

- a. If the Underwriter gives wrong information in the RFP
- b. in the event of claims not getting settled in time / Service not being rendered to BHEL's satisfaction
- c. Poor servicing of the Policy

However, the claims occurred up to the date of the termination will be settled by the underwriter and the termination will not jeopardize the settlement in any manner.

14) BHEL also reserves the right to short close the policy any time before the expiry of the policy, giving one-month notice in writing to the underwriter. In case of such short closure, the underwriter will refund the premiums paid, if any, on pro rata basis for the balance period of the policy, for which the policy was short closed. Further, such short closure will not jeopardize the settlement of claims occurred up to the date of closure of the policy in any manner.

15) In case of GROUP TERM INSURANCE IN LIEU OF EDLI policy, initially the premium will be paid for the SI at the beginning of the policy. However, final adjustment of the premium will be done at the end of the policy period. The premium chargeable/refundable will be calculated on prorata basis for entries and exits of employees during policy year. The adjustment in premium, whether recovery or refund, as the case may be, will be made within a month of the submission of closing manpower data of the policy.

16) All the employees eligible as per BHEL's Rules will be held covered throughout the Policy period.

17) No Medical Examination of the members will be done.

18) No "At Work Certificate"/ "Good Health Certificate" will be provided by BHEL at the start of the Policy".

19) Under GROUP TERM INSURANCE IN LIEU OF EDLI covers, all employees/ deputationists will be considered to have been insured automatically on joining.

20) The Policy will commence from the date of payment of premium or 01.09.2022, whichever is later.

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Signature & Seal of the
authorized officials of Underwriter

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BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL DOCUMENT

FOR

GROUP TERM INSURANCE IN LIEU OF EDLI (EDLI POLICY)

REF NO. : BHEL : CO : FIN : INS : EDLI: 22-23

ANNEXURES FORMING PART OF TECHNO-COMMERCIAL BID

ANNEXURE – A

**CERTIFICATE OF DECLARATION FOR CONFIRMATION OF
IRDA/TAC GUIDELINES**

I, _____

hereby certify on behalf of that our offer
no..... dtd.....against specification No BHEL:
CO: FIN: INS: EDLI: 22-23 dated 29th July 2022 does not breach Insurance Act/ IRDA/
TAC and applicable guidelines. I further confirm that in the event of disclosure at a later
stage that the same is in breach and BHEL is put to any disadvantage or face
cancellation of the Policy or any claim becomes substandard/untenable, the whole
liabilities arising out of this shall lie wholly on us and will bear all consequences thereof.

I, certify that there is no tariff violation. In case some violation is pointed out at a later
date, the same shall be taken care of.

I, further certify that I am the duly authorized representative of the under mentioned
tenderer as per the Power of Attorney/certificate given by CEO/CFO enclosed herewith.

**SIGNATURE OF AUTHORISED REPRESENTATIVE
WITH STAMP**



Annexure B**CHECKLIST**

SL.NO.	CONDITIONS	PLEASE SPECIFY "AGREE" OR "DISAGREE"
1	The Policy shall cover death under all circumstances including suicide and without any moratorium period.	
2	The premium rate shall remain unchanged during the policy period.	
3	Only documents as per Clause 11 of Section B of Special Terms and Conditions will be provided by BHEL	
4	A grace period of one month will be applicable on quarterly premium instalments	
5	No Medical Examination of the members will be done	
6	No "At Work Certificate"/ "Good Health Certificate" will be provided by BHEL at the start of the Policy".	
7	No "Personal Declaration Form" will be submitted by the employees on joining the scheme	

Date

SIGNATURE OF AUTHORISED REPRESENTATIVE
WITH STAMP

Annexure C

**DEVIATION STATEMENT
(to form part of Techno-Commercial bid)**

Please strike off the para not applicable to you:

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR RFP/ TENDER NO. BHEL:CO:FIN:INS:EDLI:22-23 DT. 29th JULY 2022 AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.
OR

2. THE FOLLOWING DEVIATIONS ARE BEING TAKEN TO RFP Ref NO. BHEL: CO:FIN:INS:EDLI:22-23 DT.29th JULY 2022

- a) Ref Para No. Page No.
b) Ref Para No. Page No.
c) Ref Para No. Page No.
d) Ref Para No. Page No.

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. BHEL: CO: FIN: INS: EDLI: 22-23 dated 29th July 2022. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Date

SIGNATURE OF AUTHORISED
REPRESENTATIVE WITH
DESIGNATION AND STAMP

Note: Please note that Deviations should not be taken against any conditions for which "Agree" has been marked by the underwriter in Annexure-B –Checklist.



Annexure - D

SCHEDULE OF GENERAL PARTICULARS

NOTE: Bidders are requested to fill in the following details and no column should be left blank

1. Name and address of the Bidder
2. Fax / e-mail address
3. Phone No. (Office)
4. Name, designation and contact phone no. of the offices of the Bidder which will serve the units / offices all over India.
5. Name, designation and contact phone no. of the official of the Bidder to whom all the references shall be made

Date

(SIGNATURE OF AUTHORISED REPRESENTATIVE
WITH DESIGNATION AND STAMP)



Annexure – E**DETAILS OF GROUP TERM LIFE PLAN BEING SOLD BY BIDDERS**

SL.NO.	NAME OF THE PRODUCT WITH BRIEF DESCRIPTION	UNIQUE IDENTIFICATION NO. OF THE PRODUCTS	DATE OF APPROVAL OF THE PRODUCT

Note: Please attach documentary evidence for the GTL Products sold in Indian Markets for at least three years as on 31.03.2022.

Date

(SIGNATURE OF AUTHORISED REPRESENTATIVE
WITH DESIGNATION AND STAMP)



Annexure – F

**UNPRICED PRICE SCHEDULE
(EMPLOYEES DEPOSIT LINKED INSURANCE-EDLI)**

[illegible]

Note:

- a) The amount of premium is to be rounded off to the nearest rupee. The premium shall be net of all discounts.
- b) The bidders have to quote **quarterly premium rate on sl. No. 4 above**. The premium will be deposited to the underwriter (in quarterly mode) at the above quoted premium rate plus applicable GST.
- c) Evaluation of L1 bidder will be on the basis of total annual premium (including GST / applicable taxes) (as per Sl. No. 9).
- d) Bidders have to quote the prices in this format only.

(Signature of authorised Representative with stamp)



ANNEXURE - G

INTEGRITY PACT

Between Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Group Insurance in lieu of EDLI 2022-23**. (hereinafter referred to as "Contract").

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance



Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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 acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender



process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

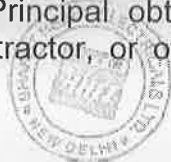
- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a



Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.



- 8.9 IEMs should examine the process integrity they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.



- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
Contractor
(Office Seal)

For & On behalf of the Bidder/
(Office Seal)

Place-----
Date-----

Witness:
(Name & Address)

Witness:
(Name & Address)



Annexure 1

Claim Experience (EDLI Policy)

Status as on 30.06.2022

YEAR	Underwriter	No. of members at the time of tender /renewal	Sum Insured as on Policy Commencement (Rs. in Crores)	Premium Paid (excluding GST) (Rs. In crores) Approx.	No. of claims Settled and Outstanding	Claim Settled and Outstanding (Rs. In crores)
2021-22	LIC	31526	2213.1252	10.40	54	3.79
2020-21	LIC	32839	1976.9078	4.14	237	15.49
2019-20	SBI Life	34415	2071.7830	4.06	77	3.37
2018-19	LIC	36411	2191.9422	5.25	79	4.76
2017-18	LIC	38528	2319.3856	5.68	78	4.70



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BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL (RFP) FOR

GROUP TERM INSURANCE IN LIEU OF EDLI (EDLI POLICY)

REF NO. : BHEL : CO : FIN : INS : EDLI: 22-23

PRICE BID



**PRICE SCHEDULE
(EMPLOYEES DEPOSIT LINKED INSURANCE-EDLI)**

1.	Estimated No. of Employees	30358
2.	Sum Insured Per employee (in Rs.)	7,02,000/-
3.	Sum Insured (Rs. in crores)	2131.1316
4.	Quarterly Rate of Premium per Rs.1000 of SI (in Rs.) (Net of all discounts and exclusive of applicable taxes) (Refer note b below)	_____
5.	Quarterly Premium (3X4) (in Rs)	_____
6.	Add: GST @xxxxxxx% (on premium at 5 above, which will be payable extra as applicable from time to time)	_____
7.	Add: Any other taxes, (in Rs) (Please specify, if applicable)	_____
8.	Total Quarterly Premium (in Rs.) (8=5+6+7)	_____
9.	Total Annual Premium incl. GST (in Rs.) (Total Quarterly Premium as per Sl. No. 8 x 4 Quarters)	_____
Total Annual Premium incl. GST(in words) Rupees _____		

Note:

- The amount of premium is to be rounded off to the nearest rupee. The premium shall be net of all discounts.
- The bidders have to quote **quarterly premium rate on sl. No. 4 above**. The premium will be deposited to the underwriter (in quarterly mode) at the above quoted premium rate plus applicable GST.
- Evaluation of L1 bidder will be on the basis of total annual premium (including GST / applicable taxes) (as per Sl. No. 9).
- Bidders have to quote the prices in this format only.

(Signature of authorised
Representative with stamp)

