BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL (RFP) FOR

GROUP INSURANCE POLICY-GI

REF. NO.: BHEL:CO:FIN:INS:GI:21-22

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

PHONE: 011-66337241, 011-66337253 FAX: 011-26001143

> 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:GI:21-22

Date: 28.07.2021

Due Date & Time of Submission of Bids - On or before 16:00 hrs on 11.08.2021

Due Date & Time of Opening of Techno-commercial Bids - At 16:15 hrs on 11.08.2021

M/s			

Dear Sir / Madam,

Subject: Request For Proposal (RFP) for Group Life Insurance Policy (GI) for the Policy period 2021-22

BHEL is a Multi Unit Company having its presence across the country and with strength of nearly 31526 employees (as on 30.06.2021) 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 2021-22:

Group Term Insurance Cover (GI) with Graded death benefits of Rs.300000/-, Rs. 600000/-, Rs. 1000000/- and Rs. 1500000/- for A, B, C, and D categories of employees respectively. 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 2021 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.



Signature & Seal of the 2 authorized officials of Underwrites

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

Envelope 1: "Techno-Commercial bid for Group Insurance (GI) Policy" Envelope 2: "Price bid for Group Insurance (GI) Policy"

These envelopes will be put in a larger envelope super-scribing on this envelope "Techno-Commercial and Price Bids for Group Insurance (GI) Policy for BHEL Employees for 2021-22"

Tender No. and Due date of Tender Opening also must be superscribed on all the envelopes containing Bids/Tenders.

The bids shall be addressed to the below mentioned addressee and shall be submitted/dropped in the **Tender box** placed at the 5th Floor, Corporate Finance, BHEL House, Siri Fort, New Delhi, on or before 16:00 hrs. on 11.08.2021.

Sr. DGM (Finance)
M/s Bharat Heavy Electricals Ltd.,
Corporate Finance Department, 5th Floor
BHEL HOUSE, SIRI FORT,
NEW DELHI – 110049
Phone: +91 11 66337241, 66337253

Fax: +91 11 26001143

Submission of bids (through e. mail): (Alternative Mode)

As an alternative, the Techno-commercial bid and Price bid may be submitted through separate emails (password protected document) at the mail id(s) technicalbid-corp@bhel.in and pricebid-corp@bhel.in respectively, before scheduled date and time for submission of bids subject to following:

- 1. The subject line of the mail shall clearly indicate as Techno-Commercial Bid or Price Bid, as the case may be.
- 2. The password for Techno-commercial bid and Price bid should be kept different.
- 3. The password for the techno-commercial bids shall be shared by the bidders immediately after closure of bid submission time but before the bid opening time through email at the mail id **technicalbid-corp@bhel.in**.
- 4. BHEL shall require the password for Price Bid after technical evaluation of bids. The bidders are requested to share the password for Price Bid only when so required by BHEL. Non-submission of password (for technical bid/price bid) within stipulated time will lead to disqualification of the bidder.
- 5. The documents submitted through mail shall be duly signed and stamped by the Authorised Officer of the bidder.
- 6. The bidders shall also be required to submit a post confirmation copy of the above documents.

The Request for Proposal (RFP) received after the Due Date and time of Submission are liable to be rejected. At times, courier delivers the tender/RFP to our Dak receiving section and there may be a time lag before it reaches us. Bidders are advised to confirm,



Signature & Seal of the authorized officials of Underwriter

before time due for opening that their offer has reached the officer inviting it or his nominee.

The Bid/tender may be sent by "COURIER / REGISTERED POST / BY PERSONAL REPRESENTATIVE/EMAIL" with adequate allowance for any delivery delays. The bids shall be addressed to Sr.DGM (Finance), and shall be submitted/dropped in the Tender box placed at 5th Floor, BHEL House, Siri Fort, New Delhi. The tenders received after the Due Date and time of Submission are liable to be rejected.

In exceptional cases, where due to bulky size of the tender documents it is not possible to drop the bids/tender in the tender box, the Tender documents may be handed over to Mr. Kamlesh Agarwal, Dy. Manager (Fin./Ins) or Mr. Neeraj Kumar, Sr.DGM (Finance/Ins.).

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)



<u>Section-A</u> <u>Issues relating to Tendering/RFP Process:</u>

- 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.



- 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).
- 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.
- 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.
- 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.



- 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 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.
- In case of any doubt, the clarifications may be sought through Email (a) kamlesh.agarwal@bhel.in and (b) neeraj@bhel.in by 02.08.2021.
- The list of employees for GI Policy will be furnished through email to all the 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

- The life insurance companies having IRDA approved Group Term Life Products in the Indian market for at least Three years as on 31st March 2021 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.



Signature & Seal of the authorized officials of Underwriter

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

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 (Group Insurance Policy-GI) 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) 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
 - b) 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 (GI) 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 is 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.

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.

SI.	IEM	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (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 Secton-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, Sr.DGM (Fin.)

Deptt.: Address: Corp. Finance (Insurance Cell) 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



Special Conditions of Contract (GI Policy)

- 1) Insurance Company will issue a Master Policy for Group Insurance in the name of BHEL, New Delhi.
- 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 shall cover death under all circumstances including suicide and without any moratorium period.
- 5) Presently, the GROUP TERM INSURANCE cover is being taken for Rs. 300000, Rs. 600000, Rs. 1000000 and Rs. 1500000 for A, B, C and D categories respectively. The employees have been segregated into A, B, C and D categories based on Designation / Grade.
- 6) Category-wise 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 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 GI 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" 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.
 - i. Death Certificate (duly attested Photocopy)
 - ii. Claim Form
 - iii. Advance Discharge Receipt
- 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.
- 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.
- In case of GROUP TERM INSURANCE 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 prorate 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.
- No "At Work Certificate"/ "Good Health Certificate" will be provided by BHEL at the start of the Policy".
- 19) Under GROUP TERM INSURANCE cover, all employees/ deputationists will be considered to have been insured automatically on joining.
- The Policy will commence from the date of payment of premium or 01.09.2021, whichever is later.



FOR OFFICIAL USE ONLY NOT FOR PUBLICATION

BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL DOCUMENT

FOR

GROUP INSURANCE POLICY- GI

REF NO.: BHEL: CO: FIN: INS: GI: 21-22

ANNEXURES FORMING PART OF TECHNO-COMMERCIAL BID

ANNEXURE - A

CERTIFICATE OF DECLARATION FOR CONFIRMATION OF IRDA/TAC GUIDELINES

<u>l, </u>		
hereby certify on behalf of no	dtdagainst 28.07.2021 does not breach l her confirm that in the event of	specification No BHEL: Insurance Act/ IRDA/ TAC disclosure at a later stage
the Policy or any claim become of this shall lie wholly on us and		<u> </u>
I, certify that there is no tariff v date, the same shall be taken ca		on is pointed out at a later

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"
	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	of some final section of the
5	No Medical Examination of the members will be done	N NATRO
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:GI:21-22 DT. 28.07.2021 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:GI:21-22 DT. 28.07.2021.
a)	Ref Para No Page No
b)	Ref Para No Page No
c)	Ref Para No Page No

hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. BHEL: CO: FIN: INS: GI: 21-22 dated 28.07.2021. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Ref Para No. Page No.

Date

d)

SIGNATURE OF **AUTHORISED** REPRSENTATIVE 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

	Didilik	
1.	Name and address of the Bidder	
2.	Fax / e-mail address	minore documents documents
3.	Phone No. (Office)	Products vold in Indian Hunkets for
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 31.03.2021.

Date

(SIGNATURE OF AUTHORISED REPRESENTATIVE WITH DESIGNATION AND STAMP)



Annexure - F

UNPRICED PRICE SCHEDULE

(GROUP TERM INSURANCE-GI)

1,,	Estimated No. of Employees	31526
2.	Sum Insured (Rs. in crores)	2036.89
3.	Quarterly Rate of Premium per Rs.1000 of SI (in Rs.) (Net of all discounts and exclusive of applicable taxes) (Refer note b below)	xxxxxxxxxxxxxxxxxx
4.	Quarterly Premium (2X3) (in Rs)	xxxxxxxxxxxxxxxxxx
5.	Add: GST @xxxxxxx% (on premium at 4 above, which will be payable extra as applicable from time to time)	xxxxxxxxxxxxxxxxxx
6.	Add: Any other taxes, (in Rs) (Please specify, if applicable)	xxxxxxxxxxxxxxxxxxxxx
7.	Total Quarterly Premium (in Rs.) (7=4+5+6)	xxxxxxxxxxxxxxxxx
8.	Total Annual Premium incl. GST (in Rs.) (Total Quarterly Premium as per Sl. No. 7 x 4 Quarters)	xxxxxxxxxxxxxxxxxx

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. 3 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. 8).
- 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", Sir' 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 Policy 2021-22**.

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 independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.



4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 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.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the



information and documents of the Bidder(s)/Contractor(s) / Sub-contractor(s) with confidentiality in line with non-disclosure agreement.

The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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 organisation.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its

terms and conditions.

8.9 IEM 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 organisation should be looked into by the CVO of

the concerned organisation.

- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above,

unless it is discharged/ determined by the CMD, BHEL.



Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Signature & Office Seal)

(Signature & Office Seal)

Name: Designation:

Place-----

Witness: (Name & Address)

Witness: (Name & Address)



Annexure 1

Claim Experience- Group Insurance (GI Policy)

Status as on 30.06.2021

				_	itatus as on so	.00.2021
YEAR	Underwriter	No. of	Sum Insured as	Premium	No. of	Claim
		members at	on Policy	Paid	Claims	Settled and
		the time of	Commencement	(excluding	Settled and	Outstanding
		tender/renewal	(Rs. in Crores)	GST) (Rs.	Outstanding	(Rs. In
			*	In crores)		crores)
				Approx.		
2020- 21*	India First	32839	2110.53	4.22	221	14.05
2019- 20	SBI Life	34415	2234.99	4.38	77	4.41
2018- 19	LIC	36411	2362.21	5.61	79	4.98
2017- 18	LIC	38528	2507.96	6.14	78	5.05

^{*}Since the policy for the year 2020-21 is still in force, the figures shown for the year is provisional.



BHARAT HEAVY ELECTRICALS LIMITED



REQUEST FOR PROPOSAL (RFP) FOR

GROUP INSURANCE POLICY- GI

REF NO.: BHEL: CO: FIN: INS: GI: 21-22

PRICE BID

PRICE SCHEDULE (GROUP TERM INSURANCE-GI)

1,,	Estimated No. of Employees	31526
2.	Sum Insured (Rs. in crores)	2036.89
3,	Quarterly Rate of Premium per Rs.1000 of SI (in Rs.) (Net of all discounts and exclusive of applicable taxes) (Refer note b below)	
4.	Quarterly Premium (2X3) (in Rs)	
5.	Add: GST @% (on premium at 4 above, which will be payable extra as applicable from time to time)	
6.	Add: Any other taxes, (in Rs) (Please specify, if applicable)	
7.	Total Quarterly Premium (in Rs.) (7=4+5+6)	
8.	Total Annual Premium incl. GST (in Rs.) (Total Quarterly Premium as per Sl. No. 7 x 4 Quarters)	

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. 3 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. 8).
- d) Bidders have to quote the prices in this format only.

(Signature of authorised Representative with stamp)