

RFP for Empanelment of Insurance Broker for Allahabad Bank

NOTICE INVITING TENDER (NIT)

SCHEDULE OF TENDER (SOT)

Allahabad Bank invites tenders from IRDA licensed insurance brokers operating in India for empanelment as insurance broker(s). Only those brokers who fulfil the Pre-qualification criteria are eligible to participate in this tender.

Bid Details in Brief

Sl	Description	Details
1	RFP No. and Date	Ref No: HO/GAC/INS/2018-19/04 dated 27.03.2019
2	Brief Description of RFP	RFP for empanelment of Insurance Broker for managing one or more Insurance Cover and Claims for Allahabad Bank
3	Bank's Address for Communication and Submission of Tender	General Manager ALLAHABAD BANK GENERAL ACCOUNTS & AUDIT DEPARTMENT HEAD OFFICE 2 N. S. ROAD, KOLKATA – 700001; Tel no. 033-22420994 Email- ho.gac@allahabadbank.in
4	Date of availability of RFP in the Website	27.03.2019 – 12:00 Hours IST
5	Last date & time of submission of Queries for Pre Bid meeting	02.04.2019 – 15:00 Hours IST
6	Pre Bid meeting	02.04.2019 – 15:00 Hours IST
7	Last date & time of sale	09.04.2019 – 13:00 Hours IST
8	Last date and time of submission of Bids	09.04.2019 – 16:00 Hours IST
9	Date & Time of Opening of Bids	09.04.2019 – 16:30 Hours IST
10	Presentation by eligible Bidders	Will be intimated at a later date
11	Application Fee	Rs. 10000/- (non refundable)

This document can be downloaded from Bank's website <https://www.allahabadbank.in/english/tenderpage.aspx>.



Allahabad Bank

**RFP for Empanelment of Insurance Broker
for managing one or more Insurance Cover and Claims
for Allahabad Bank**

RFP Ref. No.: HO/GAC/INS/2018-19/04

Date: 27.03.2019

Issued by:

ALLAHABAD BANK
GENERAL ACCOUNTS & AUDIT DEPARTMENT
HEAD OFFICE
2 N. S. ROAD,
KOLKATA - 700001 Tel no. 033-22420994
Email- ho.gac@allahabadbank.in

NOTE: This document contains 46 pages including the above 2 pages

Disclaimer

The information contained in this “Request for Proposal” (“RFP”) document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of Allahabad Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Allahabad Bank to any parties other than the applicant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Allahabad Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Allahabad Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Allahabad Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (www.allahabadbank.in) and it will become part and parcel of RFP.

Allahabad Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Allahabad Bank reserves the right to reject any or all proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Allahabad Bank shall be final, conclusive and binding on all the parties.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

TABLE OF CONTENTS

Points	Contents	Page
1	About Allahabad Bank	5
2	Definitions	5
3	About RFP	5
4	Objective	6
5	Eligibility Criteria	7-8
6	Application Money	8
7	Earnest Money Deposit (EMD)	8-9
8	Submission of Bids	9-10
9	Scope of Work	10-11
10	Terms and award of work	11-12
11	Termination of bidders	12
12	Bid process	12
13	Pre-bid meeting	12-13
14	Amendment to RFP	13
15	Preparation of BIDs	13
16	Documentation	13
17	Erasures or Alterations	13
18	Assumption/Presumptions/Modifications	14
19	Bid opening	14
20	Evaluation of RFP	14-15
21	Clarifications of offers	16
22	Modification/Cancellation of RFP	16
23	Responsibility for Completeness	16
24	Signing of agreement	16
25	Project execution	17
	GENERAL CONDITIONS	17
26	Intellectual Property Rights	17
27	Indemnity	17
28	Inspection of Records	17
29	Assignment	17
30	Confidentiality and Non-disclosure	18
31	Amendments to the Agreement	18
32	Responsibilities of the Bidder	18
33	Force Majeure	18
34	Corrupt and Fraudulent Practices	19
35	Resolution of Disputes	20
36	Jurisdiction of the Court	21
	Annexure-1 - Checklist	21
	Annexure-2 – Bid covering letter format	23
	Annexure-3 – Authorization Letter Format	24
	Annexure-4 – No Deviation Undertaking	25
	Annexure-5 – Confirmation of terms & Conditions	26
	Annexure-6 – Non Disclosure Agreement	27-31
	Annexure-7 – Bid Undertaking Letter	32
	Annexure-8 – Bidder Company Details with Financial information	33
	Annexure-9 – Track record in insurance broker with Banks / Financial Institutions	34
	Annexure-10 – Compliance Sheet/ Declaration	35
	Annexure-11 – Claims Management	36
	Annexure-12 – Pre Contract Integrity Pact	37-42
	Annexure-13 – EMD Undertaking	43
	Appendix-A - Instruction for Bidders	44
	Appendix-B - Evaluation Sheet	45-46

INTRODUCTION & INSTRUCTIONS TO THE BIDDERS

1. ABOUT ALLAHABAD BANK:

Allahabad Bank is a Public Sector Bank with a standing of 153 years. It has a four tier organizational set up consisting of Branches, Zonal Offices, FGM Offices and Head Office. The Bank has 3363 branches/ offices all over India.

Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called "The Purchaser" or "Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or "RFP". Allahabad Bank is looking for a suitable Insurance Broker for managing procurement of various Insurance Policies (Present & Future) and Claims for the Bank.

2. DEFINITIONS:

- 2.1. **BANK** means , unless excluded by and repugnant to context or the meaning thereof, shall mean ALLAHABAD BANK, described in more detail under point no 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. **RFP** means this Request for Proposal for Empanelment of Insurance Broker for the Bank.
- 2.3. **Bidder** means an Insurance Broker submitting the proposal in response to RFP.
- 2.4 **Contract** means the RFP document and acceptance thereof and the agreement duly executed between the Allahabad Bank and the Insurance Broker together with the documents referred to therein including the conditions and instructions from time to time by the Bank.

3. ABOUT THE RFP:

- 3.1. Bank intends to empanel Insurance Broker for procurement and managing Insurance related cover and claims of one or more existing policies as well as new policies (if any). In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria' & 'Technical Proposal') from an entity licensed by IRDA as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the service is subject to compliance to selection process and appropriate documentation being agreed between the Bank and Bidder as identified by the Bank after completion of the selection process.
- 3.3 This is a non transferable document and only eligible bidders shall apply submitting this document duly signing all the pages
- 3.4 Submission of RFP shall be governed by details furnished under point no 4 'Objective'.

4. OBJECTIVE:

4.1. The Bank intends to select Insurance Broker for managing one or more Insurances (existing and new) of the Bank, initially for a period of one year from signing of Agreement, with a provision for extension for one more year, on satisfactory performance acceptable to the Bank.

4.2 The scope of assignment / work is detailed under point no. 9 (Scope of work) in this document.

Presently Bank is having the under noted policies that would fall due for renewal on different dates during the year 2019.

Sl. No.	Name of the policy	Sl. No.	Name of the policy
1	Standard fire and special perils policy for gold loan securities	9	Fire Insurance Policy of Bank's Own premises
2	Burglary policy for gold loan securities	10	Insurance for Cash handled by business correspondents (BCs)
3	Electronic equipment policy	11	Machinery Breakdown Policy of A.C. Plants at 2, N.S. Road
4	Machinery Breakdown Policy of A.C. Plants at 14, India Exch. Place, Kolkata	12	GPA Policy for Bank's Employees posted in N.E. States including Tripura
5	Banker's indemnity policy	13	Group personal accident policy
6	Centralised Fire & Burglary Insurance Policies for Furniture & Fixture including stock of Stationery (also E lobbies & Cash Deposit Kiosks)	14	IBA-GMC Policy - Group Medical Insurance Policy for existing employees
7	GPA Policy for Bank's Officers & Employees posted in Jammu & Kashmir	15	Group Life Insurance Policy for existing employees
8	Directors & officers liabilities. Insurance policy	16	Transit Insurance Policy for despatch of Stationery by Rail /Road from 7 Stationery Godowns situated all over India.

5. ELIGIBILITY CRITERIA:

Bidders meeting the following Eligibility Criteria may respond to this RFP:

Sl. No.	Eligibility Criteria	Documents to be submitted along with the RFP
1.	<p>Main criteria: Insurance Broking Firm/s, Companies licensed by IRDAI and Registered under Company's Act 1956, be considered. License validity should not have any gaps since inception of firm. License should be valid as on date of submission of response to this RFP.</p>	Copies of license issued by IRDAI, from inception, duly attested by Authorized Signatory.
2.	<p>The bidder should be a Firm/ Company established in India and should have been in existence in India for a period of at least 6 years as on 31.12.2018. i.e. their licenses should have been renewed at least twice by IRDA. No two entities joining together (JVs) specific to this project will be considered.</p>	Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate, duly attested by Authorized Signatory.
3	<p>The Bidder shall be serving (empanelled) at least five Institutions of Public Sector Banks (PSBs) and/ or Financial Institutions (FIs) with Branch network of more than 1000 pan India as on 31.12.2018. Out of the five institutions, the Bidder must be serving at least three (03) Public Sector Banks (PSBs) in India as on 31.12.2018.</p>	Letters of Engagement of Insurance Broker by the Banks/FIs.
4	<p>The Firm/Company should have experience of structuring (handled) Insurance Policies of at least three (03) Public Sector Banks (PSBs) with Branch network of more than 1000 pan India as on 31.12.2018, in the past (01.04.2015 to 31.12.2018) (without outsourcing any part of the assignment to any third party).</p>	Proof by way of document / Job assignment to Insurance Broker by Banks/FIs. Bidders may provide "Cover Binder" document/Held Cover Letter in this regard, wherein the bidder can blackout confidential data and share only relevant data, without contravention of any Non Disclosure Agreements executed.
5	<p>The bidder should have handled (collected) at least Rs. 10 crore of premium (excluding Group Mediclaim) from Public Sector Banks (PSBs) in any one of the last three financial years i.e. from 2015-16 to 2017-18, as insurance broker.</p>	Certificate from Company's Chartered Accountant to this effect furnishing the details based on Audited Financials.
6	<p>The bidder should have successfully handled at least three claims each of Rs. 50 lacs and above during the last three financial years (2015-16 to 2017-18).</p>	A Self declaration by the Bidder on Company's letter head, signed by Authorized signatory.
7	<p>The bidder must have a minimum annual turnover of Rs. 5 crores only from insurance broking activities consecutively for 3 financial years (2015-16, 2016-17 & 2017-18) as per audited financials.</p>	Copy of audited financials of the last 3 financial years, duly attested by Authorised signatory.

8	The Bidder should have fully operational insurance broking branches at major metros (must have at least 1 in Kolkata) with dedicated claims department in addition to other locations.	Details (Address, Telephone No., Mobile No. etc.) of Broking Office Branches in their Letter Heads.
9	Should have a minimum Net worth of at least Rs. 50 lakh in each of the past three financial years i.e. 2015-16, 2016-17 and 2017-18.	Certificate from Company's Chartered Accountant to this effect furnishing the details based on Audited Financials.
10	The bidder should not have been blacklisted / barred / disqualified by any regulator / statutory body/ PSU/ Government Undertaking, should not be subjected to any ongoing or previous enquiry by the CVC, should not have received any warning/ penalty for misconduct from IRDAI as on 31.12.2018.	A notarized affidavit to this effect must be furnished.
11	The Bidder's firm should not be owned or controlled by any Director or Employee or Relatives of Allahabad Bank. None of the Directors or Employees of the bidder's organisation is associated directly/ indirectly with any insurance company as their agent, corporate agent or promote/sell their products in any way in India.	A Self declaration by the Bidder on Company's letter head.
12	The Firm should confirm that Insurance Broking services will be free of cost/ expenses to the Bank.	Declaration by the Bidder on Company's letter head & duly signed by Authorized Signatory.

6. APPLICATION MONEY :

6.1 Application Money: Rs. 10000/- (non refundable).

The bidder(s) must pay an Application fee of Rs. 10000/- only by way of Demand Draft favouring "Allahabad Bank", payable at Kolkata, at the time of submission of bid, failing which the bid of the concerned bidder will be rejected. Please note that the Application fee is non refundable irrespective of the bidder being qualified or not.

6.2 Failure to send the DD or remitting the fee in any other manner shall render the bidder ineligible for bidding.

6.3 The bidder shall submit the Application fee in a separate envelope superscribing as **"Application Fee for RFP- HO/GAC/INS/2018-19/04 dated 27.03.2019 - Empanelment of Insurance Broker for managing one or more Insurance Policies & Claims"**.

7. EARNEST MONEY DEPOSIT (EMD) :

The bidder shall furnish as part of its bid, Earnest Money of Rs. 100000/- (Rupees One lac only). The Earnest Money is required to protect the Bank against risk of bidder's conduct during the period of bid validity i.e. 180 days. The Earnest money shall be submitted in the form of a Demand Draft issued in favour of "Allahabad Bank" payable at Kolkata. Any bid without the Earnest Money Deposit, as desired, will be rejected without assigning any reason(s).

Non submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on their appointment, after completion of all appointment formalities.

The Earnest Money Deposit shall be forfeited under the following circumstances :

- a. If the bidder withdraws its bid during the period of bid validity i.e. 180 days from the date of opening of bid.
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and/or
- c. In case of the successful bidder, if the bidder fails to execute the contract in the form and manner to the satisfaction of Bank.

8. SUBMISSION OF BIDS:

8.1 Submission of main Bid cover super scribed as **“Empanelment of Insurance Broker for managing one or more Insurance Policies & Claims in response to RFP-HO/GAC/INS/2018-19/04 dated 27.03.2019”**, containing a cover with Bid documents i.e. one main cover containing the bid documents in a separate cover is to be submitted. Submission of the Bid in any other manner is liable to be rejected.

8.2 The Bid shall be submitted in hard copy in sealed envelopes only. No bid or part of bid shall be submitted vide e-mail or in any other form.

8.3 The Name and address of the Bidder, RFP Number and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

8.4 The bid/s properly super scribed in the manner prescribed should be deposited in the **Tender Box** placed at General Accounts & Audit Dept., Allahabad Bank, Head Office, 2 N. S. Road, Kolkata- 700001

8.5 The last date for submission of bid is 09.04.2019 up to 4.00 pm. In case the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

8.6 If envelope containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid’s misplacement or premature opening.

8.7 The following officials will facilitate in bid related queries and make arrangements for acceptance of bid documents:

First Official	Alternate Official
Shri Sandeep Patnaik, Chief Manager Tel No: 033-22420994	Shri Joydeep Sengupta, Officer Tel No: 033-22420994
Address: General Accounts & Audit Dept., Allahabad Bank, Head Office, 2 N. S. Road, Kolkata 700001	

8.8 In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the bid. However, bidder should reach the venue before the date and time stipulated above.

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

Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any bid in part or in full, and to cancel the Bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information, the bid will be rejected summarily by the Bank.

9. SCOPE OF WORK:

The broad scope of work for Insurance Broker will be as under:

Phase 1 – Pre-Placement Services

The Insurance Broker would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization with the following Action Heads would be undertaken with the Bank:

- a) Analysis of existing Insurance policy/policies
- b) Placement and designing of the Insurance Policy
- c) Cost Containment measures
- d) Claims Handling and Service Mapping
- e) Capacity Building
- f) Grievance Redressal Process
- g) Claims Tracking of existing and future claims
- h) Communication Plans
- i) Validation and Forecasting of Additional Coverage Benefits
- j) Designing communication plans

Phase 2 - Placement Services

Insurance Broker would be acting as a Strategic consultant and would be assisting in the bidding and selection process under the scheme.

a. Placement strategy – Through transparent tendering process

1. Determine evaluation criteria for Insurer selection in association with Allahabad Bank.
2. Evaluation of insurance needs of various assets/products/activities of the Bank.
3. Draft RFP (request for proposal) to be shared with Allahabad Bank for approval prior to distribution.
4. Assess Allahabad Bank's service requirement and Insurer capabilities in the marketplace.
5. Request placement quotations from Insurers (through sealed bids) and answer RFP related queries.

b. Quotation analysis

1. Compare & evaluate quotes received from Insurers.
2. Facilitate Insurer meetings.

3. Assist in negotiating the best price from the insurer.

c. Recommendation & placement confirmation

1. Recommend Insurer.
2. Placement as per agreed terms and conditions.

d. Policy review

1. To ensure policy terms & conditions as per the RFP provided.
2. Data consolidation for policy issuance.

Phase 3 – Post-Placement Services

Insurance Broker/ Consultant would be functioning as a Strategic Consultant arm of the Allahabad Bank and would be assisting in the Post-Placement Process of the program. Insurance Broker/ Consultant would undertake the following action items as post-placement activities:

a. Servicing Support

1. Designing the Service Level Agreement to be signed between Insurers and Allahabad Bank highlighting the scope of services and timelines.
2. Single point of contact for all services.
3. Establish clear escalation matrix for query resolution.

b. Communication Support

1. Communication assistance for change management in case of any major change in Plan Design and implementation of communication, Frequently Asked Questions.
2. Design High Level Communication sessions (Train the trainer).

c. Claim monitoring & Periodic Review

1. Monthly utilization report & presentation.
2. Quarterly Third Party Administrator (TPA) data audit to ensure consistency between claims filed and claims cleared by the TPA.

d. Service Level Agreement (SLA)

1. Set deliverables and expectations with Insurers and Third Party Administrator.
2. Claims volume Handling.
3. Claims Escalation Handling.
4. Endorsement Data handling.

e. Turnaround Time Analysis

1. Monitoring delivery by TPA/ Insurer as per agreed SLA.

10. TERMS AND AWARD OF WORK:

10.1 The duration of Empanelment of proposed Broker(s) will be for a period of one year from the date of signing of Agreement which may be extended for one more year on satisfactory performance acceptable to the Bank. However, the Bank reserves the right to cancel or extend the validity period of empanelment.

10.2 Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement.

11. TERMINATION OF BIDDERS:

11.1 During empanelment period, the Bank reserves the right to terminate the engagement of the Broker(s) with assigning reason and giving the broker(s) a reasonable opportunity of being heard. The Bank's decision will be final in this regard.

11.2 Bank retains the authority to blacklist or bar a bidder for a specified period of the time from participating in its selection process where the Bank has authentic information that, the bidder has been debarred from participating in the bidding process by a foreign country, international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its policy and ethical standard.

11.3 If the service provided by the Broker is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any bid is false or if irregularities shown by the Bidder when applying for the bids, the Bank reserves the right to terminate such Broker with giving prior notice and assigning reason in advance for termination.

12. BID PROCESS:

12.1 The bidder should carefully examine and understand the scope and, terms and conditions of RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.

12.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager (F & A), General Accounts & Audit Dept., Allahabad Bank, Head Office, 2 N. S. Road, Kolkata 700001 (or by email to ho.gac@allahabadbank.in) by the intending bidders before 03:00 pm on 20.03.2019.

12.3 No verbal or individual consultation shall be entertained.

13. PRE BID MEETING :

13.1 A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

DATE	DAY	TIME	VENUE
02.04.2019	Tuesday	15:00 hrs. IST	Allahabad Bank, Head Office – 2 N.S. Road, Kolkata – 700001, Mini Conference Room

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

13.2 Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

13.3 The Bank will consolidate all the written queries and any further queries during the pre- bid meeting and the replies for the queries shall be made available in the Bank's website by 04.04.2019 and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

13.4 Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non submission of Bid. In addition, non reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

14. AMENDMENT TO RFP:

14.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to clarification(s) requested by prospective bidder(s), may modify the RFP, by way of an amendment.

14.2 Notification of amendments will be put up on the Bank's website (www.allahabadbank.in) and will be binding on all the bidders and no separate communication will be issued in this regard.

14.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

15. PREPARATION OF BIDS:

15.1 All bids and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order.

15.2 All pages of RFP and supporting documents should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered. The person/s signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorized to sign the bid document.

15.3 The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.

16. DOCUMENTATION:

Information in the form of Brochures/Manuals/CD etc, must be submitted in support of the offer made.

17. ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the services being offered must be filled in. Filling up of the information using terms such as –OK , –accepted , –noted , –as given in brochure/ manual is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

18. ASSUMPTION/PRESUMPTIONS/MODIFICATIONS:

- 18.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 18.2 Notification of amendments will be made available on the Bank’s website and also intimating to bidders over mail & will be binding on all bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

19. BID OPENING:

- 19.1 Bids will be opened in the presence of the Bidder’s representative/s (maximum 2) who may choose to attend the bid opening as per following schedule.

Date	Time	Venue
09.04.2019	16:30 hrs. IST	General Accounts & Audit Dept., Allahabad Bank, Head Office, 2 N. S. Road, Kolkata 700001

Bidder’s representative/s (maximum 2 representatives per bidder) may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Annexure–3) enclosed and sign in Register of Attendance during opening of RFP.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 19.2 If any of the bidders or all bidders who submitted the bid are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the RFP in their absence.
- 19.3 The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the bid will be accepted up to 4.00 pm on the next working day and bids will be opened at 4.30 pm at the same venue on the same day.
- 19.4 The preliminary scrutiny of the Bid/s received will be done to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted.

20. EVALUATION OF RFP:

- 20.1 The Bank will evaluate the bid/s submitted by the bidder/s under this RFP by the appropriate committee of the bank. The Bank may engage an external agency for evaluation of the bid. It is Bank’s discretion to decide at the point of time.
- 20.2 At the time of evaluation of RFP, the Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. Bank’s decision with regard to ‘minor non-conformity’ is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

20.3 RFP submitted by the bidder will be evaluated based on the format mentioned in **Appendix-B**, where 80 Marks are allotted for Technical Evaluation.

Top Four Bidders who qualify the Eligibility Criteria and based on the Technical Evaluation marks will be called for next process i.e. Presentation. In case of tie for the fourth place, all bidders in the fourth rank will be called for presentation. However, the Bank reserves the right to call more or less eligible bidders for presentation. The short-listed bidders will be intimated through email. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

20.4 Only shortlisted bidders will be invited for a presentation on a specified date, time before the appointed committee of the Bank. The presentation shall carry 20 marks. The Successful bidders will be intimated about the date and time of presentation and will have to make their own travel and stay arrangements at their own cost. Bank will not bear the cost towards the same.

20.5 The shortlisted bidders who will be invited for presentation may request Bank for copies of one or more existing insurance policies for their analysis and suggesting improvements/ value additions, during the presentation. Before accepting the copies of such policies, the bidder must execute the Non Disclosure Agreement as per format in Annexure-6.

The presentation may cover:

- Improvements/ value additions in Bank's existing Insurance policies.
- Functioning as an Insurance Broker for Allahabad Bank in assisting the Bank for managing Policies/ settlement of Claims etc.
- Support services to the Bank from design to delivery of one or more Insurance and its maintenance.
- Claims lodgement, monitoring and support in the process of settlement.
- Past & Current experience in handling various insurance policies of various Banks/ FIs with claims experience.
- Grievances redressal mechanism to be put in place (if any required) by bank.
- Training capabilities, Technology & MIS Support to be developed by bank.
- Risk mitigation measures for the Bank in terms of regulation compliance / against any claims / complaints by the external agencies such as Surveyor, Insurance Authorities etc.
- Other specific value propositions/additions that they wish to provide.

20.6 The Bidders called for presentation would be ranked on the basis of the sum total of score i.e. Technical Evaluation score 'plus' the Presentation Score. The top scorer will be selected as Insurance Broker of the bank initially for one year period – with provision of extension for one more year, on delivery of satisfactory performance acceptable to the Bank.

20.7 Bank reserves the right to empanel more than one Broker in the order of their score to maintain one or more Insurance policies.

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

21. CLARIFICATIONS OF OFFERS:

- 21.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.
- 21.2 The Bank may repeat this process of obtaining clarification till Bank is satisfied. The shortlisted bidders agree that they have no reservation or objection to participate in this process and extend their co-operation to the Bank by submitting the response to this RFP.

22. MODIFICATION/CANCELLATION OF RFP:

- 22.1 The RFP is not an offer by Allahabad Bank but an invitation to get the response from the interested bidders for short listing the bidders for Bank's requirements.
- 22.2 The Bank reserves the right to cancel RFP process at any time, without thereby incurring any liabilities to the affected bidder[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:
- a. Services contemplated are no longer required.
 - b. Change in the scope of work or due to unforeseen circumstances and /or factors and /or new developments.
 - c. The project is not in the best interest of the Bank.
- 22.3 The Bank also reserves the right to modify/cancel/re-bid without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

23. RESPONSIBILITY FOR COMPLETENESS:

- 23.1 The Bidder shall be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mention above within the time schedule.
- 23.2 The bidder shall ensure that the solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 23.3 Wilful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Allahabad Bank.
- 23.4 The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after the award of contract.

24. SIGNING OF AGREEMENT

The bidder/s whose bid/s is/are accepted by the bank will be referred to as the selected bidder/s and Bank will notify the name/s of the selected bidder/s by display in the website /Notice Board of the Bank.

Bank will enter into Insurance Broker Agreement with the selected Bidder/s.

The effective date shall be date of signing of agreement by the selected bidder/s.

25. PROJECT EXECUTION:

The Bank and the selected bidder/s shall nominate an Executive preferably from local office, immediately on signing of agreement, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

GENERAL CONDITIONS:

26. Intellectual property rights:

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; or [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the bidder at any point on time.

27. Indemnity:

The selected bidder shall indemnify the bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP. The indemnification obligation stated in this clause apply only in the event that the indemnified party (**Bank**) provides the indemnifying party (**bidder**) prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

28. Inspection of records:

Bank at its discretion may verify the records or appoint third party for verification of records and the bidder shall extend all cooperation in this regard. Reserve Bank of India, IRDAI and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

29. Assignment:

The Broker firm shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/agreement, except with the Bank's written consent.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Broker firm under this RFP.

30. Confidentiality and non-disclosure

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking / non-disclosure agreement as given in **Annexure-6**.

31. Amendments to the agreement:

Once Insurance Broker agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

32. Responsibilities of the bidder :

By submitting a signed bid/response to this RFP the Bidder certifies that:

- 32.1 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 32.2 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Allahabad Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 32.3 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP.

33. Force majeure:

The bidder shall not be liable for default or non-performance of the obligations under the RFP, if such default or non-performance of the obligations under RFP is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an

endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

34. Corrupt and fraudulent practices

a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a Company ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

b. Adoption of Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract. The format of the agreement is enclosed in Annexure - 12.

Signing of the IP with the bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the Contract.

Any vendor/bidder not signing the document or refusing to sign shall be disqualified in the bidding process. The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

The IEM has the right to access to the entire Audit documents. Shri Asutosh Mishra, IAS (Retd) and Dr. Bhushan Chander Gupta, IAS (Retd.) shall be acting as the IEM for this Contract /RFP. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

c. Vicarious Liability

The selected bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by them and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Agency, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Agency shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges,

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

35. Resolution of disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator.

The bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner ;

- a. The party raising a dispute shall address to the other party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The matter will be referred for negotiation between Authorized official of the Bank and the Authorized official of the bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, India.

36. Jurisdiction of the court:

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

General Manager (F & A) & CFO

Checklist

Bidders to verify the checkpoints.

Check List		Submitted (Yes/No)
1.	Copy of Certificate of incorporation, Memorandum and Articles of Association, details of Registered Office, Address for communication, key contact person etc. (with attestation of the Firm / Association)	
2.	Copy of original license issued by IRDAI and proof of renewal of license if any, with attestation.	
3.	Copy of Audited Balance sheet for FY 2015-16, 2016-17 and 2017-18 with attestation of copies & Auditor/CA certificate wherever required.	
4.	Copy of engagement letters of Public Sector Banks & Other Financial Institutions (with attestation of firm)	
5.	Declaration in Company/firm letter head.	
6.	Bid covering letter format	
7.	Authorization Letter Format (for attending Bid opening)	
8.	No Deviation Undertaking	
9.	Conference of terms & Conditions	
10.	Non Disclosure Agreement	
11.	Bid Undertaking Letter	
12.	Bidder Company Details with Financial information	
13.	Track record in insurance broker with Banks / Financial Institutions	
14.	Compliance Sheet/ Declaration	
15.	Claims Management	
16.	Pre Contract Integrity Pact	
17.	EMD Undertaking	

No.	Other Clauses	[Yes/No]
1	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document is to be submitted with the Bid	
2	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Whether Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated	
3	Whether the Bid is prepared as per the instructions provided in APPENDIX A and is placed along with the relevant documents / annexure in an envelope super scribed " Empanelment of Insurance Broker for managing one or more Insurance Policies & Claims " in response to HO/GAC/INS/2018-19/04 dated 27.03.2019 . The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
4	Whether all Documents are submitted with Indexing & Page numbering	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Date: Signature with Seal

Name & designation

Date:.....

Bid Covering letter format

RFP Reference No: **HO/GAC/INS/2018-19/04** Dated : **27.03.2019**

The General Manager,
General Accounts & Audit Department
Allahabad Bank, Head Office,
2 N. S. Road,
Kolkata-700001

Dear Sir,

SUB: Bid Covering letter format

Having examined the RFP document including all **ANNEXUREs** the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Empanelment of Insurance Broker in conformity with the said RFP.

If our offer is accepted, we undertake to ensure smooth issuance, renewals and claims related to Bank's one or more existing as well as new (if any) Insurance Policy.

If our offer is accepted, we undertake to provide MIS on policies sold and serviced through selected Insurance Companies by interacting with Offices and Branches of Allahabad Bank, on a day to day basis, if contacted.

We agree to abide by and fulfil all the terms and conditions of the RFP.

We enclose a list of clients in India (giving their full addresses) where we have entered into similar type of arrangements with other Scheduled Commercial Banks / Financial Institutions.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

Declaration:

- a.** We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, in short-listing of bidders.
- b.** All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- c.** We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with Seal

Name and Designation:

Authorization letter format
(For attending bid opening)

(To be presented by the authorized person at the time of Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

RFP Reference No: **HO/GAC/INS/2018-19/04 Dated : 27.03.2019**

The General Manager,
General Accounts & Audit Department
Allahabad Bank, Head Office,
2 N. S. Road,
Kolkata-700001

Dear Sir,

SUB: Authorisation letter

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside the bid covers.

No Deviation Undertaking

RFP Reference No. **HO/GAC/INS/2018-19/04** dated : **27.03.2019**

To,
General Manager (Finance & Accounts)
Allahabad Bank, Head Office,
General Accounts and Audit Department
2, Netaji Subhas Road, Kolkata-700001

Dear Sir,

Sub: NO DEVIATION UNDERTAKING

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Allahabad Bank pertaining to empanelment of Insurance Broker for managing one or more Insurance Policies & Claims of the Bank.

Any assumption or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void.

Place:

Date:

Seal and signature of the bidder

Confirmation of Terms and Conditions

RFP Reference No. HO/GAC/INS/2018-19/04 dated 27.03.2019

To,
General Manager (Finance & Accounts)
Allahabad Bank, Head Office,
General Accounts and Audit Department
2, Netaji Subhas Road,
Kolkata-700001

Dear Sir,

Sub: Confirmation of Terms & Conditions

Further to our proposal dated XX, in response to the RFP for “**Empanelment of Insurance Broker for managing one or more Insurance Policies & Claims of the Bank**” issued by Allahabad Bank we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank. By responding to the RFP, we agree that we have submitted a no deviation bid which is in adherence to the requirements, scope, terms and conditions etc. stated in the RFP document including all corrigendum/amendment floated by Allahabad Bank pertaining to empanelment of Insurance Broker for managing one or more Insurance Policies & Claims of the Bank. Any assumption or exclusion submitted by us in the proposals which are contradictory to the RFP document stands null and void. Allahabad Bank is not bound by any other extraneous matters, assumptions, exclusions or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Designation
Bidder’s Name

Date :

Non-Disclosure Agreement Format

RFP Reference No. HO/GAC/INS/2018-19/04 Dated : 27.03.2019
(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....201_ BETWEEN Firm/LLP registered under Indian Partnership Act 1932/LLP Act 2008, or a company registered under the Companies Act 1956, having its registered office at (hereinafter referred to as the bidder which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART; AND

Allahabad Bank, a banking company under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970, having its Registered Office at 2, Netaji Subhas Road, Kolkata-700001(hereinafter referred to as the "Bank" which expression shall include its successors and permitted assigns) of the OTHER PART.

The bidder and Allahabad Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Allahabad Bank is engaged in the business of providing financial services to its customers and intends to engage broker for managing one or more insurance policies and claims.
2. In the course of such Contract, it is anticipated that Allahabad Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the vendor some confidential Information (as hereinafter defined), to enable the vendor to carry out the aforesaid Contract (hereinafter referred to as "the Purpose")
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Allahabad Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Allahabad Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Allahabad Bank granting the Vendor and or his agents, representatives to have specific access to Allahabad Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by Allahabad Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation Contract, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly

designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Allahabad Bank,

(c) was rightfully obtained by the Vendor from a source other than Allahabad Bank without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Allahabad Bank of such order and afford Allahabad Bank the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Allahabad Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this

Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Allahabad Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Allahabad Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b) any aspect of Allahabad Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c) business processes and procedures; or
 - d) current and future business plans; or
 - e) personnel information; or
 - f) financial information.
3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential information or other matter of this Agreement, without the prior written approval of Allahabad Bank

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Allahabad Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Allahabad Bank that immediately on termination of this agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Allahabad Bank, all information received by it from Allahabad Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Allahabad Bank to certify in writing upon request of Allahabad Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Allahabad Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Allahabad Bank.
6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Allahabad Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Allahabad Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Allahabad Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Allahabad Bank shall include Allahabad Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Contract: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Bangalore shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
9. Indemnity: The Vendor shall defend, indemnify and hold harmless Allahabad Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of

this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Allahabad Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Allahabad Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Allahabad Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Allahabad Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Allahabad Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of -----

For and on behalf of Allahabad Bank

()
(Designation)

()
General Manager (Accounts)

Bid Undertaking Letter

RFP Reference No. HO/GAC/INS/2018-19/04 dated 27.03.2019

To,
General Manager (Finance & Accounts)
Allahabad Bank, Head Office,
General Accounts and Audit Department
2, Netaji Subhas Road, Kolkata-700001

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. We have quoted for all items/services as requested by Allahabad Bank in the RFP and stand committed to deliver to the highest standards and quality as required by Allahabad Bank to meet the timelines insurance. Our bid submission is in line with the requirements of Allahabad Bank as stated in the RFP.
2. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. We are completely aware of the Service requirements and timelines specified by Allahabad Bank and are committed to adhering to the same. We have also clearly taken note of the service level requirements of Allahabad Bank and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. We have clearly understood Allahabad Bank's requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter. We hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
5. We further confirm that all the information as per requirement of the Bank have been included in our bidding documents.
6. We have not been blacklisted by any regulator/statutory body/PSU/Government undertaking. No legal action is pending against us for any cause in any legal jurisdiction. We are not subject to any ongoing or previous enquiry by the CVC.
7. We undertake that adequate number of qualified staff will be deployed for the services to be rendered to the Bank.
8. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to Allahabad Bank for the sake of resource continuity. Further, we also confirm that Allahabad Bank may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Allahabad Bank we agree to change the same and provide Allahabad Bank with a replacement within reasonable time so as to not affect the insurance timelines.
9. We hereby undertake and agree to abide by all laws, rules, statutes, regulations, by-laws, guidelines, notifications, etc.

(Deviations to the above, if any, the Bidder must provide details of such action(s))

Dated this.....by20...

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD
AND SIGNED BY THE AUTHORISED SIGNATORY WITH SEAL

TECHNICAL BID SHEET ON EMPANELMENT OF INSURANCE BROKER WITH ALLAHABAD BANK
RFP Ref. No. : HO/GAC/INS/2018-19/04 Dated : 27.03.2019

1	Name of the Company				
2	Complete Address with Tel No. & Website (for further communication)				
3	Name, Designation, Contact No. & Email ID of the official for any communication in relation to the bid				
4	Names of the JV Partners & % of stake by each as on 31.03.2018				
5	Year of Establishment				
6	Month & Year of Business Commencement				
7	IRDAI License No. and Date				
8	PAN/TAN				
9	Service Tax Registration No.				
10	Number of Insurance Broking Branches on 31.12.2018				
11	Financial Information (Rs. in Cr)	2015-16	2016-17	2017-18	01.04.18-31.12.18
A	Invested Capital				
B	Operating Profits / (Loss)				
C	Profit /(Loss) after Tax				
D	Accumulated Profits / Loss				
E	Net worth				
12	Business Information				
A	Number of Insurance Policies structured for SCB/FIs				
B	Gross Premium placed (in Cr.) (All)				
C	No. Of Insurance policy Structured (All Org)				
D	Number of Insurance Claims handled/ facilitated				

I. We have read and understood the terms and conditions of the RFP and express our agreement to them and confirm that decisions of Allahabad Bank with regard to RFP will be binding on us.

II. The information contained in the bid sheet is correct to the best of our knowledge and belief.

III. We further confirm that our Company is in a position to comply with all the requirements in the RFP.

IV. All the copies of documents supporting the details specified in the RFP are attached.

V. We confirm that we have not been barred / blacklisted / disqualified by any Regulatory / Statutory body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.

VI. We declare that the Key Personnel in the Company who are associated with the — Insurance Broker with Allahabad Bank under Insurance cover & claims as specified in RFP are not related to the any Executive of Allahabad Bank in Scale IV and above.

Date:

Place:

(Authorised Signatory)
With Seal Of the company

Record in Insurance Broker with Scheduled Commercial Bank & Financial Institutions

Sl. No.	Name and complete Postal Address of the SCB / Financial Institution	Name, Designation, Telephone, Fax, e-mail address of the contact person	No. of Years of Broker ship with the SCB / Financial Institution	Documents substantiating the engagement
1	2	3	4	5

Date:

Signature with Seal

Name:

Designation:

COMPLIANCE STATEMENT

RFP Ref. No. : HO/GAC/INS/2018-19/04 Dated : 27.03.2019

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures , corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Technical Specifications	We certify that the systems/ services offered by us for tender confirms to the specifications as stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:**Signature with Seal****Name:****Designation:**

Specific Information on Claims Management, Experience and Information on Claims

Fin Yr	No of Insurance Claims Facilitated for Scheduled Comm. Banks & FIs	Total Claim Amt (Rs in lakh)	No of Claims Settled	Amount of Claim Settled (Rs in lakh)
2015-16				
2016-17				
2017-18				
01.04.2018-31.12.2018				
Out of above, claims above Rs. 50,00,000				
2015-16				
2016-17				
2017-18				
01.04.2018-31.12.2018				

Date:

Signature with Seal

Name:

Designation:

RFP Reference No. HO/GAC/INS/2018-19/04

Dated : 27.03.2019

PRE CONTRACT INTEGRITY PACT

(To be stamped in accordance with the stamp act)

General

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact is made on _____ day of the month of _____ 201_, between, on one hand, Allahabad Bank, a banking company under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970, having its Registered Office at 2, Netaji Subhas Road, Kolkata-700001, acting through _____,General Manager (Finance & Accounts),(hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and permitted assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer/ Partner/ Proprietor/ Authorized Official (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part .

WHEREAS the BUYER proposes to procure (Name of the Store /Equipment /Item/Services) and the BIDDER /SELLER is willing to offer /has offered the store/services

and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a ministry / Department of the Government of India /PSU performing its functions on behalf of the President of India.

Now, THEREFORE,

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 currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said store / equipment / service 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

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bank will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Bank

- 1.1 The Bank 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 other BIDDERS.
- 1.2 All the officials of the Bank will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
- 1.3 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Bank with full and verifiable facts and the same is prima facie found to be correct by the Bank, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the Bank 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 Bank the proceedings under the contract would not be stalled.

2. Commitment of BIDDERS

- 2.1 The BIDDERS commit itself to all 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:
- 2.2 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.
- 2.3 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 in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declares to the Bank that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores 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 Bank or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such 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.

- 2.7 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 Bank 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.
- 2.8 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.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Bank as part of the business relationship regarding plans, technical proposals 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.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Bank, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 2.14 The BIDDER shall not tend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 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 Enterprise in India or any Government Department in India that justify BIDDER'S exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

4. Earnest money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount_ (as specified in RFP) as Earnest Money/Security Deposit, with the BUYER through a Demand Draft in favour of "Allahabad Bank" payable at Kolkata.

- 4.2 The Earnest money / Security deposit shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for violations

Any breach of the aforesaid provisions 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 Bank 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(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance Bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sum already paid by the Bank, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Bank in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the Bank, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the Bank shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Bank.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Bank with the BIDDER, the same shall not be opened.

(x) Forfeiture of 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.

The Bank will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one 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.

The decision of the Bank to the effect that 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 Monitor(s) appointed for the purpose of this pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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. Facilitation of Investigation

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

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of jurisdiction for any legal issues shall be Kolkata but the place of performance should not be restricted to Kolkata.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of this signing and extend up to 7 years or the complete execution of the contract to the satisfaction of both the Bank and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

General Manager (F&A)
Allahabad Bank

Witness

- 1.
- 2.

BIDDER

Official Name

Designation

Company

Witness

- 1.
- 2.

EARNEST MONEY DEPOSIT (EMD)

RFP Reference No.: HO/GAC/INS/2018-19/04 dated 27.03.2019

Undertaking on the Letter Head of the bidder

Date:

General Manager (Finance & Accounts)
Allahabad Bank, Head Office,
General Accounts and Audit Department
2, Netaji Subhas Road,
Kolkata-700001

Dear Sirs,

In accordance with your RFP reference no. HO/GAC/INS/2018-19/04 dated 13.03.2019, M/s _____ having its registered office at _____ herein after called 'bidder') wish to participate in the said Request for Proposal for Empanelment of Insurance Broker for managing one or more insurance policies of Allahabad Bank having its Head Office at 2, Netaji Subhas Road, Kolkata-700001.

We are submitting a demand draft drawn in favour of Allahabad Bank against Earnest Money Deposit amounting to Rupees _____, Rupees (in words) _____ valid up to _____, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

Authorized Signatory
Seal
Place
Date

APPENDIX –A

Instructions to be noted while preparing/submitting the Bid

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

- a) Index of the entire document submitted with page numbers.
- b) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- c) Documentary proof in support of the Eligibility Criteria.
- d) Bid Covering Letter format as per Annexure 2.
- e) Authorisation Letter Format as per Annexure 3.
- f) No Deviation Undertaking as per Annexure 4.
- g) Confirmation of Terms & Conditions as per Annexure 5.
- h) Non Disclosure Agreement as per Annexure 6.
- i) Bid Undertaking Letter as per Annexure 7.
- j) Compliance to Technical specifications should be complete with all the columns filled in and should be prepared in the format as per Annexure 8.
- k) Track record in insurance broker with Banks/Financial Institutions covering Name and addresses of major clients and e-mail ids, telephone numbers (landline and mobile), fax numbers of their contact executives etc. as per Annexure 9.
- l) Compliance Sheet/Declaration as per Annexure 10. This statement must cover bidder's response to all the technical specifications, terms & conditions and scope of work specified in the offer document.
- m) Specific information on Claims Management, experience and data regarding claims settlement as per Annexure 11.
- n) Pre Contract Integrity Pact as per Annexure 12.
- o) EMD Undertaking as per Annexure 13.

Note : Bidding forms to be submitted as under ;

ENVELOPES	DOCUMENTS TO BE CONTAINED
ENVELOPE 1	This should be the main bid cover superscribed as "Empanelment of Insurance Broker for managing one or more Insurance Policies & Claims in response to RFP- HO/GAC/INS/2018-19/04 dated 27.03.2019". Other Envelopes should be contained in this Envelope 1.
ENVELOPE 2	This should contain the Bid Documents in support of the Bidder's Eligibility criteria (as per Point 5) and Evaluation criteria (as per Appendix B) & any other Bid documents, superscribed as "Bid Documents".
ENVELOPE 3	Should contain all Annexures (except Annexure 3) duly signed, application fee of Rs. 10,000/- & Earnest Money Deposit of Rs. 1,00,000/-.
Authorisation Letter as per Annexure 3 should be brought open by hand during Pre Bid meeting/Bid opening.	

APPENDIX –B
Evaluation Process

The Technical evaluation will be based on the following criteria:

Point	Sub Pt	Parameter	Score	Documents Required
1	Number of Years in Insurance Broking Business in India as on 31.12.2018 as per IRDAI License.			
	a	6 Years to < 8 years	3	As mentioned under 5.1 & 5.2 under eligibility Criteria
	b	8 Years to < 10 years	4	
	c	Above 10 years	5	
2	Number of Public Sector Banks and Financial Institutions with Branch network of more than 1000 pan India as on 31.12.2018, serviced (no part of the assignment was outsourced to third parties) by the firm/ company for Insurance (01.04.2015 to 31.12.2018)			
	a	Total 5 PSBs and/or FIs including at least three Public Sector Banks	3	As mentioned under 5.3 under eligibility Criteria
	b	Above 5	2 marks for each PSB, 1 mark each for others : Max 10 marks	
3	Net worth of the Firm/Company as on 31.03.2018 as per your audited balance sheet?			
	a	Above INR 50 lakh upto 5 crore	4	As mentioned under 5.9 under eligibility Criteria
	b	Above INR 5 crore upto 10 crore	6	
	c	Above INR 10 crore upto 20 crore	8	
	d	Above INR 20 crore	10	
4	Annual revenue (From insurance Broking business activities) for the financial year 2017-18 as per audited Financials as on 31.03.2018			
	a	Above INR 5 Crore upto 50 crore	4	As mentioned under 5.7 under Eligibility Criteria
	b	Above INR 50 Crore upto 100 crore	6	
	c	Above INR 100 Crore upto 150 crore	8	
	d	Above INR 150 Crore	10	
5	Full-time employees on pay rolls (excluding contract and subcontract employees) who are exclusively engaged for insurance business as on 31.12.2018			
	a	Upto 100 employees	0	Suitable document showing EPF/ NPS contribution/ HR declaration in support
	b	Above 100 employees	2 marks + 1 mark for every additional 100 employees or part: Max 5	
6	Average Premium collection/ placement in last three FY 2015-16, 2016-17, 2017-18			
	a	Upto INR 50 Crore	0	Certificate from Company's Chartered Accountant to this effect furnishing the details based on Audited Financials
	b	Above INR 50 Crore	2 marks + 1 mark for every additional 50 Crore over 50 Crore: Max 5	
7	Number of Insurance Broking branches/offices with Broker Qualified full time employees operating in India as on 31.12.2018			

Point	Sub Pt	Parameter	Score	Documents Required
	a	Up to 5 locations	0	As mentioned under 5.8 under eligibility Criteria
	b	Above 5 Locations	1 for Kolkata + 0.5 mark for other locations: Max 5 marks	
8	Number of full-time Broker/ Professionally Qualified employees (Law, Engineering, Management, FIII/CII certified etc) on the pay roll (excluding contract and subcontract employees) who are exclusively engaged in broking business as on 31.12.2018			
	a	Upto 50 employees	0	Suitable document showing EPF/ NPS contribution/ HR declaration in support
	b	Above 50 employees	1 mark for every additional 25 employees or part: Max 10	
9	Insurance policies structured for Banks & FIs in past (01.04.2015 to 31.12.2018)			
	a	Up to 5 Policies	0	As mentioned under 5.4 under eligibility Criteria
	b	Above 5 policies	1 mark for each Policy of SCB and 0.5 mark for each Policy of FI: Max 10	
10	Claims (other than Group Mediciam) settled against total claims (FY 2015-16, 2016-17, 2017-18, 2018-19 upto 31.12.18)			
	Claim disposal – Based on the data provided as per Annexure 11 subject to maximum of 5 marks. Marks will be awarded on the basis of claims settlement ratio percentage furnished by the Bidders.			
	a	Less than 25%	0	To be certified by the auditors/CAs
	b	25- less than 50%	3	
	c	50-less than 75%	4	
	d	75% and above	5	
11	Out of Point 11 above, Claim (other than Group Mediciam) experience: High Value Insurance Claims (Individual Claims above Rs. 50 lakh) facilitated for lodgement/ settlement from (01.04.2015 to 31.12.2018) (Details to be provided in Annexure 11)			
	a	Claim Settled up to Rs. 50 lakh within (01.04.2015 to 31.12.2018)	0	To be certified by the auditors/CAs
	b	Claim Settled above Rs. 50 lakh within (01.04.2015 to 31.12.2018)	1 mark + 1 mark for every additional 25 Lakh high value claim lodged / settled over 50 lakh: Max 5	
	Total of Technical Evaluation		80	
12	Presentation before the evaluation Committee: Covering: Need for Insurance Broker for the Bank, Customization, Design and Placement of insurance policy, Various products on offer. Procurement of a best suited Policy, maintenance, Renewal, Claims – coverage and settlement process etc. With detailed role of the Insurance Broker at each stage. Grievances redressal mechanism etc.		20	
	Total		100	