



## REQUEST FOR PROPOSAL

Date: 07.10.2024

### **REQUEST FOR PROPOSAL** **for renewal of Master Policy on Personal Accident Insurance** **Scheme for KCC (Kisan Credit Card) Scheme holders**

#### **Introduction**

Baroda U.P. Bank seeks BIDs from IRDAI registered insurance companies in India to provide a Personal Accident Insurance Scheme (PAIS) for Kisan Credit Card Holders (KCC) of the bank.

The KCC scheme was launched in 1998 with the aim of providing short-term formal credit to farmers. The KCC PAIS was introduced with the objective of providing adequate and timely credit to the farmers for their agricultural operations.

As per circular RPCD.PLFS.BC.NO./ 63 / 05.05.09 / 2000-01 dated 3 March 2001 advising banks to provide insurance package to all KCC holders.

All the existing as well as new KCC holders are covered under the Personal Accident Insurance Scheme on issue of cards to them.

#### **TENDER SCHEDULE**

<b>Sr.no.</b>	<b>Activity</b>	<b>Time Line</b>
1.	Floating of RFP	07.10.2024
2.	Last date of submission of Queries from Bidders	17.10.2024
3.	Last date of Query Reply	18.10.2024
4.	Last Date & Time of Bid Submission	28.10.2024 ( upto 03:00 PM)
5.	Opening of Bids	28.10.2024 (03.30 PM)



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### Bank Profile: -

The RRBs were established in India under RRB Act 1976 [23(1)]. As per Govt of India notification no 3837 dated 26.11.2019, Baroda Uttar Pradesh Gramin Bank, Purvanchal Bank and Kashi Gomti Samyut Gramin Bank has been amalgamated in to Baroda U.P. Bank under sponsorship of Bank of Baroda with its Head Office at Gorakhpur w.e.f. 01.04.2020.

RBI in exercise of the powers conferred under clauses (a) and (b) of sub-section (6) of section 42 of the RBI Act, 1934, has included Baroda U.P. Bank in Second Schedule to the Reserve Bank of India Act, 1934.

### Bidders Eligibility Criteria:

1. Insurance company should be registered with IRDAI and have a valid license.
2. Integrity Pact – Bidder has to sign and submit an Integrity Pact (IP) as per format prescribed. Submission of Integrity Pact will be mandatory criteria for pre-qualification of a bidder and the same has to be submitted along with. IP should be signed by the authorized signatory of the bidder/firm.
  - I. The Bidder will sign the Integrity Pact (Annexure Attached) which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.
  - II. Integrity Pact (IP) will be submitted by the bidder as per format (Duly Signed & Stamped on Rs.100 Non Judicial Stamp Paper), Hard copy of the same should reach to the Bank alongwith financial bid documents on or before last date of bid submission)



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## **RFP DETAILS**

(Master Policy on Personal Accident Insurance Scheme for KCC (Kisan Credit Card) Scheme holders)

Insured Name : Baroda U.P. Bank  
Communication Address : Buddha Vihar Commercial Scheme, New Shivpuri  
Colony, Taramandal, Gorakhpur - 273016  
Period of Insurance : 1<sup>st</sup> November 2024 to 31<sup>st</sup> October 2025  
Total Sum Insured

<b>Product</b>	<b>Sum insured per A/C Holder</b>	<b>Expected count of Beneficiaries (KCC Holders) upto 31.10.2025</b>	<b>Total Sum Insured (IN LAKH)</b>
Kisan Credit Card Holder	INR. 50,000	17,10,000	8,55,000

### **Scope of Cover**

This is a Personal Accident Insurance Master Policy covering all the Kisan Credit Card holders of Bank.

This policy will cover the KCC holders up to the age of 70 years and for which the counts are declared by the Banks and in respect of whom the premium is paid by the Banks to the Insurance Company.

### **Coverage's required**

- Accidental Death Only - Rs. 50,000
- Accidental Death due to Terrorism/ Naxalite attack - Rs. 50,000
- Permanent Total Disability - Rs. 50,000
- Worldwide & 24-hour cover
- PTD Loss of 2 eyes/2 Limbs (50,000), Loss of 1 eye/1 limb (25,000) Claims arises due to accident.
- All KCC Claims falling under policy period will be entertained within policy period & 60 days after expiry of the policy.

### **Special Conditions**

- The abovementioned count of Beneficiaries (KCC Holders) upto 31.10.2025 are expected in nature, the bank will monitor the incremental growth in the count of the KCC holders on monthly basis and if at any point of time the actual growth in count of the KCC holders exceed the estimated count provided, then the new /additional estimated count of KCC holders as on 31.10.2025 will immediately be informed by Bank to Insurance company and the difference /additional advance insurance premium amount will be remitted to insurance company by the Bank enabling the insurer to provide coverage to KCC holders from day one.



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- b. In case the expected count of Beneficiaries (KCC Holders) are found less than the actual count of Beneficiaries (KCC Holders) as on 31.10.2025 so the insurer will have to refund the total advance premium amount of those excess count of Beneficiaries (KCC Holders) to the Bank.

Bank will share the actual count / number Beneficiaries (KCC Holders) in the first fortnight (15 days) of the month of November 2024 to insurance company.

- c. Bank will only share the count / number of Beneficiaries (KCC Holders) at the time of inception of policy, further endorsements and addition / deletion at the policy. Details of Individual KCC Holder will only be shared at the time of Claim.
- d. Premium payment to strictly adhere to sec 64VB of the Insurance Act.
- e. No claim should be rejected on account of delay in intimation of claims / submission of claim documents.
- f. The insurance company shall on receipt of complete set of documents, process the claim. Any deficiency / additional requirement in the documents submitted shall be sought by the insurance company within 10 working days of receipt of claim documents. All the documents being in order, insurance company will settle the claim within 15 working days from the date of receipt of documents.
- g. The policy will remain in force for entire policy period. The insurance company will not cancel the policy mid-term.
- h. Any accident taking place within the policy period but resulting in death within 12 calendar months from the date of accident will be covered under the policy.
- i. There shouldn't be any restriction on number of beneficiary to be added in any variant/ package/ states / locations / regions during the policy period.
- j. The beneficiary on death of primary account holder shall be as follows:
- In case of account opened in single name, the nominee recorded in Bank will be beneficiary for the purpose of insurance claim. Bank's role will be limited only to certify the name of nominee as per bank records.
  - In case, the account is opened as joint account, then the beneficiary will be surviving account holder(s) for the purpose of insurance claim, even if a nominee is available in the account. Bank's role will be only to certify the names of surviving joint account holder(s) as per bank records.
  - In case, the account is opened as joint account, in the event of death of all the account holders, the nominee, if available will be the beneficiary for the purpose of insurance claim. Bank's role will be limited only to certify the names of nominee as per bank records.
- In case other than i, ii, iii above the claim shall be settled as per the procedure of the insurer. The identification of the legal heirs and the authenticity of the claim will be the responsibility of the insurer.
- k. No claim should be rejected by the insurer unless it is decided in tripartite meeting of the Insurer, the appointed broker and the Bank.



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I. All other terms and conditions of the policy will be as per the standard guidelines of IRDA.

### **Time Limit for Lodging Claims**

The nominee of the insured should give notice to the concerned Bank within 30 days. The accidental injury resulting into death / disablement within a period of 12 months only becomes admissible under the policy.

### **Claim Intimation**

The following details will be provided to the insurance company at the time of intimation of claim

- Name
- KCC Account No.
- Date of accident
- Date of Death
- Cause of accident
- Place of accident

### **Claim Documents to be provided by the bank to the insurance company**

- Claim Form
- Attested copy of the postmortem report, if available
- Attested copy of Death Certificate
- Attested copy of FIR
- Letter of Branch Manager certifying the KCC holder and name of nominee / joint account holder as per branch records.
- Claims of persons presumed to be dead due to drowning and whose body has not been traced, the claims will be settled after two years of the submission of the following documents:
  - Police report and final investigation report.
  - Report of findings by Customs/Port Authorities.
  - Affidavit duly notarized.

### **Other Mandatory Conditions:**

- All new beneficiaries should be automatically covered from day 1.
- It will be an unnamed policy

### **Claim Details:**

Insurance Company	Policy Period	Premium Paid (with GST)	No. of KCC holders covered	No. of Claims Lodged	Claims paid		No. of Claims pending	No. of claims rejected	Claim rejection reasons
					No.	Amount			
The New India Assurance Co.	01.11.21 to 31.10.22	68,85,000	15,30,000	63	25	12,50,000	35	3	Suicide, Natural Death, over age, truck driver, double claim, etc
The New India Assurance Co.	01.11.22 to 31.10.23	68,62,500	15,25,000	73	14	7,00,000	55	4	
The New India Assurance Co.	01.11.23 to 31.10.24	69,30,000	15,40,000	41	3	1,50,000	38	0	

*Note: Claim Data as provided by Insurance Company.*



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### **BIDDING INSTRUCTIONS**

1. This will be a -01- packet Bid only. Bidder have to submit the Financial Bid document (as per annexure-A) along with IRDAI approved License copy & Hard copy of Integrity pact (as per annexure-B).
2. The bidders have to submit the abovementioned documents physically or by post (sealed envelope) to Baroda U.P. Bank Head office and the same should be reached to the below mentioned address on or before 28.10.2024 (upto 03.00 PM):

**Attention to: General Manager, Baroda U.P. Bank**

**Address: Baroda U. P. Bank, Head office,**

**Buddh Vihar Commercial Scheme, Taramandal, Gorakhpur.**

**Mob No. : 7318016735, 8630496833.**

3. No other mode of Bid submission will be entertained.
4. In the absence of the any of the abovementioned documents, the bid will liable to be reject
5. The L1 bidder will be decided based on the premium figure quoted for Insurance policy in this RFP.
6. Insurers are requested to bid strictly as per the enclosed bidding format.
7. Premium quoted to be inclusive of insurance brokerage as per IRDAI regulation.
8. Seeking Clarification: The bidders can seek clarifications regarding the RFP by sending email to the Insurance Broker **M/s Alliance Insurance Brokers Private Ltd** copy to **Baroda UP Bank**

#### **Contact Person:**

<b>From Baroda U.P. Bank</b>		
Mr. Mohit Sharma	<a href="mailto:referral.ho.bupgb@barodauprrb.co.in">referral.ho.bupgb@barodauprrb.co.in</a>	8630496833
Mr. Anil Kumar Sahjwani	<a href="mailto:referral.ho.bupgb@barodauprrb.co.in">referral.ho.bupgb@barodauprrb.co.in</a>	9140267643
<b>From M/s Alliance Insurance Brokers Pvt Ltd</b>		
Madhavi Chavan	<a href="mailto:madhavi@allianceinsurance.in">madhavi@allianceinsurance.in</a>	7208984685
Pranati Mishra	<a href="mailto:pranati@allianceinsurance.in">pranati@allianceinsurance.in</a>	9136925666

#### **a. General Considerations**

In preparing the Proposal, the Insurer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the proposal.

#### **b. Eligibility**

It will be the Insurer's responsibility to ensure that it meets the eligibility requirements as stipulated in the RFP.



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**c. Cost of Preparation of Proposal**

The Insurer shall bear all costs associated with preparation and submission of its Proposal and Baroda U.P. Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process. Baroda U.P. Bank is not bound to accept any proposal and reserves the right to annul the Selection Process at any time prior to award of Contract, without thereby incurring any liability to the Insurer.

**d. Documents comprising the Proposal**

The Proposal shall comprise the documents and forms listed in the RFP.

**e. Proposal Validity**

The Insurer's Proposal must remain valid for at least 30 days, during this Period, the Insurer shall maintain its original Proposal without any change.

**f. Financial Proposal- Format And Content**

- i. Financial bid shall contain only the premium that the Insurance Company shall charge and taxes (as per attached format) as applicable as per the coverage given in the RFP. Conditional Bids if any are liable to be rejected.

**g. Amendment to Tender Document**

At any time after the issue of tender document and before opening of the tender, the tender inviting authority may make any changes, modifications or amendments to the tender document and changes will be available at bank's website <https://barodaupbank.in>.

**h. Confidentiality**

- i. From the time the Proposals are opened to the time the Contract is awarded, the Insurer should not contact Baroda U.P. Bank on any matter related to Proposal. Information related to the evaluation of Proposals and award recommendations shall not be disclosed to the Insurer who submitted the Proposals or to any other party not officially concerned with the process until publication of the contract award information.
- ii. Any attempt by the Insurer or anyone on behalf of the Insurer to influence the Baroda U.P. Bank improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- iii. Notwithstanding the above provisions, from the time, from opening of the Proposals to the time of award of the contract, if an Insurer wishes to contact Baroda U.P. Bank on any matter related to the Selection Process, it should do so only in writing.

**i. Withdrawal of Bid**

In case of withdrawal of Bid, the bidder shall not be allowed to participate for bidding for next 3 Consecutive years.

**j. Award of Contract**

Prior to the expiration of bid validity or any such extended validity period, Baroda U.P. Bank will notify about the successful bidder through email that his offer has been accepted.

**k. Jurisdiction & Disputes Resolution**

- i. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Gorakhpur only.
- ii. All disputes and differences of any kind, whatsoever, between the Bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the RFP, shall be settled amicably by both Bank and the Bidder. If it is not settled amicably by both Bank and the Bidder the





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dispute may be referred to the IEM as mentioned in tender document. If after the decision of IEM, Bank and the Bidder are unable to resolve a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

- iii. Any dispute between parties arising out of this RFP Document or relating thereto or arising there from that still might remain unresolved in spite of all efforts to settle the matter amicably shall be settled by a binding arbitration in Gorakhpur (Uttar Pradesh) under the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Gorakhpur (Uttar Pradesh). The venue of arbitration proceedings, unless the parties otherwise agree shall be Gorakhpur (Uttar Pradesh). A panel of three arbitrators shall be appointed. One arbitrator representing the successful bidder, one arbitrator representing Baroda U.P. Bank and one heading the panel, to be appointed by both arbitrator. Each party will pay its own costs.

#### **t. Force Majeure**

- i. If the performance of the Contract by either party is delayed, hindered or prevented or otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification.
- ii. Baroda U.P. Bank may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension, any of the reasons for the suspension still remain, Baroda U.P. Bank and the Insurer may either agree a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Insurer shall take steps as are necessary to bring the Services to an end in a cost effective, timely and orderly manner.

#### **u. Termination**

- i. Baroda U.P. Bank may, at its sole discretion and at any time terminate the Contract and inform the Insurer of Baroda U.P. Bank its decision by written instruction to that effect. In the event of the Contract being so terminated, the Insurer shall take such steps as are necessary to bring the Services to an end in a cost effective, timely and orderly manner.
- ii. Should Services or any portion thereof not be carried out to satisfaction of Baroda U.P. Bank or within the time or times specified in or under the Contract, Baroda U.P. Bank, without prejudice to any other remedies, by notice in writing to Insurer, terminate Contract either in respect of Services which have not been carried out in accordance with Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract prior to the time of such termination. In such case, the Insurer shall not be entitled under the Contract to payment of any amount by way of compensation.

#### **v. Disclosure of Information, Intellectual Property Rights and Official Secrets Act**

- i. The Insurer shall not during or after termination of the Contract disclose to any third party any Confidential Information arising from the Contract except with the prior written permission from Baroda U.P. Bank. For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, legal, administrative, business and technical matters of Baroda U.P. Bank including but not limited to information disclosed orally, or through documents, drawings, diagrams, models, programmes, computer data or any part or copy of such information. The Insurer shall not disclose any information in a way that would cause embarrassment to Baroda U.P. Bank/RBI/NABARD/IRDAI.
- ii. All intellectual property rights in the reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of Baroda U.P. Bank.





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#### **w. Suspension**

The Bank may, by written notice of suspension to the Insurer, without any obligation (financial or otherwise) suspend all payments to the Insurer if the latter shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement including the carrying out of the Services; provided that such notice of suspension

- (i) shall specify the nature of the breach or failure and
- (ii) shall provide an opportunity to the Insurer to remedy such breach or failure within a period not exceeding 30 days after receipt by the Insurer of such notice of suspension.

#### **x. Cessation of Rights and Obligations**

Upon termination of the Agreement or upon expiration of the Agreement, all rights and obligations of the parties shall cease, except (i) such rights and obligations as may have accrued on or prior to the date of termination or expiration, (ii) the obligation of confidentiality, and (iii) the Insurer's obligation to permit inspection, copying and auditing of its accounts and records by Baroda U.P. Bank/RBI/NABARD/IRDAI/Statutory regulator.

#### **y. Corrupt and Fraudulent Practices**

Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in the RFP, the Baroda U.P. Bank shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in Selection Process.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
- d) "Undesirable Practice" means establishing contact with any person connected with or employed or engaged by the Baroda U.P. Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process.
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **z. Other Conditions To Be Fulfilled By The Bidders**

- i. The tenderers are also essentially required to fulfil the following conditions/ submit relevant documents along with their offers.
- ii. The tender documents should be signed by the Authorized Signatory of the Insurance Company by the person authorized by virtue of Power of Attorney/ Board Resolution.
- iii. The Policy to be issued on a No Deviation basis as per the terms and conditions of the tender document until and unless explicitly mentioned by the Insurer and agreed by the Bank.



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**BID DOCUMENTS (Single Packet):**

Sr. No	Particulars	Details
1	IRDA valid License	To be submitted by bidder.
2	Integrity Pact	Duly Signed & Stamped (on Rs. 100 non-Judicial Stamp Paper) as per Annexure- A , <u>Same should be reach to the Bank by post/hand on or before last date of bid submission</u> )
3	Financial Bid Format	Duly Signed & Seal as per Annexure- B

**Note: All the above mentioned -03- (three) documents should be reached to bank in a single sealed envelope.**

**Part I: Integrity Pact**

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

- This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the BUPB.
- Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

**IEMs of Banks are:-**

1. Shri. Ram Kishan Chaudhary (email id: [chaudharyrk559@yahoo.co.in](mailto:chaudharyrk559@yahoo.co.in))
2. Shri Sanjiv Sharma (email id: [aicpa.sanjiv@yahoo.com](mailto:aicpa.sanjiv@yahoo.com) )

**FINANCIAL BID DOCUMENT: (as per Annexure- B)**

1. Premium Payment terms to be clearly indicated along with GST separately.
2. Premium quoted to be inclusive of brokerage as per IRDA regulation.



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**INTEGRITY PACT**

**ANNEXURE A**

To,  
The General Manager,  
Baroda UP Bank  
Buddh Vihar Commercial Scheme, New Shivpuri Colony,  
Taramandal, Gorakhpur-273016

**Sub: Submission of Tender for Master Policy on Personal Accident Insurance Scheme for KCC (Kisan Credit Card) Scheme holders.**

Dear Sir,

I/We acknowledge that BUPB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BUPB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Annexure 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BUPB shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



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## PRE CONTRACT INTEGRITY PACT

**(TO BE STAMPED AS AN AGREEMENT on INR 100/-)**  
**(Part of Annexure A)**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_  
\_ day of \_\_\_\_\_ month, 20\_\_\_\_,

Between

Baroda UP Bank, a body corporate constituted under the RRB Act, 1976 having its Head Office at Buddh Vihar Commercial Scheme, Taramandal, Gorakhpur - 273016 (U.P. India) hereinafter referred to as Baroda UP Bank (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns)

And

.....hereinafter referred to as "The Bidder"

### **Preamble**

Baroda UP Bank is one of the Regional Rural Bank having its presence through its 1983 of branches 30 Regional offices & 01 Head office throughout Uttar Pradesh. Baroda UP Bank is committed to fair and transparent procedure in appointing of it's outsource service providers.

The Baroda UP Bank intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The Baroda UP Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Baroda UP Bank has appointed Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of Baroda UP Bank**

- 1) The Baroda UP Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - a. No employee of the Baroda UP Bank , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The Baroda UP Bank will, during the tender process treat all Bidder(s) with equity and reason. The Baroda UP Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Baroda UP Bank will make endeavor to exclude from the selection process all known prejudiced persons.



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- 2) If the Baroda UP Bank obtains information on the conduct of any of its employees, which is a criminal offence under the BNS/ PC Act, or if there be a substantive suspicion in this regard, the Baroda UP Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
- 3)

### **Section 2 - Commitments of the Bidder(s)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, Promise or give to any of the Baroda UP Bank's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant BNS/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Baroda UP Bank as part of the business relationship, regarding plans, proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3)

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Baroda UP Bank is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force

### **Section 4 - Compensation for Damages**



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

#### **Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

3)

#### **Section 6 - Equal treatment of all Bidders / Subcontractors**

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Baroda UP Bank will enter into agreements with identical conditions as this one with all Bidders.
- 3) The Baroda UP Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

4)

#### **Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)**

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

#### **Section 8 - Independent External Monitor**

- 1) The Baroda UP Bank has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Ram Kishan Chaudhary (email id: [chaudharyrk559@yahoo.co.in](mailto:chaudharyrk559@yahoo.co.in)) and Shri Sanjiv Sharma (email id: [aicpa.sanjiv@yahoo.com](mailto:aicpa.sanjiv@yahoo.com)) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Baroda UP Bank including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.



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- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform Baroda UP Bank and recuse himself / herself from that case.
- 5) The Baroda UP Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Baroda UP Bank and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Baroda UP Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Baroda UP Bank officials within 15 days from the date of reference or intimation to him by the Baroda UP Bank and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Baroda UP Bank, a substantiated suspicion of an offence under relevant BNS/ PC Act, and the Baroda UP Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

### **Section 9 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.

### **Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Baroda UP Bank .

### **Section 11 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Baroda UP Bank, i.e. Gorakhpur.





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- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Baroda UP Bank)      (For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_ -Date\_

\_\_\_\_\_

Witness1:

(Name & Address)

\_\_\_\_\_

Witness2:

(Name & Address)

\_\_\_\_\_



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(Annexure-B)

**FINANCIAL BID FORMAT**

Date:

To,  
**(Name/Designation Concern Authority)**  
**Baroda U.P. Bank**

Head Office, Buddh Vihar Commercial Scheme,  
New Shivpuri Colony, Taramandal,  
Gorakhpur - 273016

**Sub: Financial Bid for the Renewal of Master Policy on Personal Accident Insurance Scheme for KCC (Kisan Credit Card) Scheme holders**

Sr. No.	Particular	PREMIUM (INR)
1	<b>Premium amount for Renewal of Master Policy on Personal Accident Insurance Scheme for KCC (Kisan Credit Card) Scheme holders for 17,10,000 (as on 31.10.2025)</b>	
2	Add Goods & Services Tax @ 18%	
3	Total Premium payable including GST	

*Total Premium payable including GST in words.....*

For and on Behalf of Insurance company

Name of the Authorized Signatory  
Designation  
Company Seal

**Note: Financial bid should not contain any information other than the premium quote. Financial BID on letter head duly stamped and signed.**



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**TENDER SCHEDULE**

<b>Sr.no.</b>	<b>Activity</b>	<b>Time Line</b>
1.	Floating of RFP	07.10.2024
2.	Last date of submission of Queries from Bidders	17.10.2024
3.	Last date of Query Reply	18.10.2024
4.	Last Date & Time of Bid Submission	28.10.2024 ( upto 03:00 PM)
5.	Opening of Bids	28.10.2024 (03.30 PM)

**General Manager**

**XXXXXXXXXX End of RFPXXXXXXXXXX**