

**Request for Proposal for renewal of Group Personal Accident Insurance Policy**

Group Personal Accident Policy for Employees	
Particulars	Covers
Name of Insured	Bank of Baroda
Communication Address	Baroda Bhawan, 7th floor, R C Dutt Road
	Alkapuri, Baroda-390007
Type of policy	Un-named Group Personal Accident Insurance Policy
Period of Insurance	1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024
Geographical Area of risk	Global & 24 hours
Branch Network as on 31.03.2022	Branches 8262 + (of which Domestic 8168 & Overseas 94)
	Administrative & Other Offices 254+
Employees	77,479 as on 31-01-2023 ( Including Overseas employees)
Employees covered	All Indian Employees (Regular & Contractual) and Directors, whether posted in India or Abroad
Total Sum Insured	Rs.26,607.46 Crore
Omission to insure	1% (one percent)
Under Insurance	1% (one percent)
<b>Coverage</b>	
Accidental Death	Grade Wise Sum Insured maximum upto Rs.2 Crore
Permanent Total Disablement(PTD)	Grade Wise Sum Insured maximum upto Rs.2 Crore
Permanent Partial Disablement (PPD)	Grade Wise Sum Insured maximum upto Rs.2 Crore
Temporary Total Disablement	Weekly benefit, 1% of Sum Insured or Max. of INR 5,000/- per week (100 Week)
<b>Additional Coverage</b>	

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Head Office: Insurance Department, 7th floor, Baroda Bhawan, R C Dutt Road, Alkapuri, Baroda-390 007 Gujarat

फोन/Phone: (0265) 2316726/27/28 ई-मेल/E-mail: [insurance.ho@bankofbaroda.com](mailto:insurance.ho@bankofbaroda.com)

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Air Accident	Sum Insured of INR 10 Lakhs across all grades
Omission to Insure	1%
Under Insurance	1%
Child Education Bonus	Education cover from Day 1 till 25 years age : 10% of entitled PAI Cover
Ambulance Charges	Maximum upto Rs.50,000/-
Funeral Expenses	Maximum upto Rs.50,000/-
Transportation of dead body	Maximum upto Rs.50,000/-
Accidental Death. In case of death due to accident while flying on official duty, special insurance Cover of Rs.5 Lacs will be provided in addition to cover mention above	5 Lakhs
Accidental Burns	Covered
Disappearance	Covered
Death, Injury or disablement of the insured person due to self- exposure in an attempt to save human life	Covered
Death resulting from pregnancy or child birth	Covered
Girl Child Cover for Marriage	(Age 21-28 Years)- 10% of entitled PAI Cover
Family Transportation (cost of travel incurred by immediate 2 family members to reach the place of accident)	Maximum upto Rs. 10,000/-
Repatriation of mortal remains	Maximum upto Rs. 20,000/-
Modification of Residence/Vehicle	Maximum upto Rs. 50,000/-
Home convalescence benefit	Maximum upto Rs. 50,000/-



Death due to Snake Bite	Covered
Cover for accidental death under the influence of intoxicating liquor or drug within a permissible limit by law	Covered

**Special Conditions:**

1. Bank can report any claim within 24 months from date of accident.
2. Employee should be covered till 12 AM (mid-night) on date of separation of employment.
3. Quotes submitted by insurance companies will be opened by a Committee of Executives at our office, decision taken by the committee will be final.
4. Bank can modify any terms & conditions of RFP or reject the complete tendering process at any time.
5. All new employees should be automatically covered from day one of joining. No claim should be rejected on the ground that number of employees are higher than insured employees as on specific date.
6. In case of promotion to higher cadre during the policy period, the employee should be automatically covered under higher category Sum Insured from the date of promotion. Bank will not provide any promotion related data to insurance company. In the event of a claim Bank will submit only system generated HR data sheet of the respective employee.
7. Bank will provide employee data to insurance company on quarterly basis for endorsements in the policy but the details relating to claims with respect to sum insured should be on the basis of updated declaration sent next quarter on routine basis. Bank will maintain CD balance to adjust the difference of premium for newly recruited employees on endorsement. If the employees are lesser than previous endorsement the difference of premium should be refunded in CD A/c.
8. Bank will not provide employee data for a specific date in case of weekly compensation claims.
9. Armed guard, Drivers, Electrician and liftman are included in sub-staff cadre.
10. The events of pleasure trip, activities vis. Scuba diving, Parasailing & other water activities will be covered.

**Calculation for Sum Assured for proposed renewal as of 31.01.2023:-**

Cadre	Sum Assured (SA) per Head ( In Lacs)	No. of Employees	Total SA for Cadre ( In Lacs)
DIRECTORS	200	12	2,400
CGMs SMGS VIII	175	18	3,150
GMs SMGS VII	150	75	11,250

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DGMs SMGS VI	100	216	21,600
AGMs SMGS V	80	625	50,000
CMs SMGS IV	50	4,184	2,09,200
SMs MMGS III	40	7,699	3,07,960
Managers MMGS II	40	12,086	4,83,440
Officers JMGS I	40	17,691	7,07,640
Clerk	25	26,453	6,61,325
Sub-Staff fulltime	25	7,760	1,94,000
Sub-Staff 1/3	8	255	2,040
Sub-Staff 1/2	13	159	2,067
Sub-Staff 3/4	19	246	4,674
<b>Grand Total</b>		<b>77,479</b>	<b>26,60,746</b>

**Status of Insurance Claims under GPA Policy for employees as on 28.02.2023:-**

(Amount in lacs)

Policy Year	Broker	Unit Rate (per lacs)	Premium Paid	Lodged		Settled		Rejected		Pending	
				No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
2020-21, New India	Direct	16.12	460.05	27	325.41	27	325.41	0	0.00	0	0.00
2021-22, New India	Direct	10.72	300.00	10	365.00	9	340.00	1	25.00	0	0.00
2022-23, National	Anand Rathi	11.10	300.00	8	255.00	4	115.00	0	0.00	4	140.00

**Bid Structure:**

Tendering process will be divided in two sections as mention below:

**A. Technical Bid**

**B. Financial Bid**

**A. Technical Bid**

- ❖ General Insurance Companies having underwritten a premium of minimum INR 2500 Cr during the last Financial Year.
- ❖ Bank will entertain bid submitted by all India based offices to decide L1 bidder.



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Insurance Co should submit the following details to Bank:

1. Declaration for Technical Bid - (Format of the Technical Bid Declaration Attached with this Tender as **Annexure 1**). **The Declaration should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company.**
2. Bidder has to submit the Integrity Pact as per Annexure-3 along with Technical bid envelope.
3. Complete Tender Document **stamped & signed by the Authorized Signatory.**

**B. Financial Bid:**

The financial bid should be submitted in the format as per **Annexure 2 (Format of the same is attached with this Tender Document).**

**Submission of Bid:**

1. **Technical Bid (Envelop 1) – Mention the Name of the Insurance Company and should have Annexure 1 as mentioned above.**
2. **Financial Bid (Envelope-2) – Mention the Name of the insurance Company and should have Annexure 2 as mentioned above.**
3. **Both the Envelopes with “Name of the Company” should be placed and kept together in a sealed Envelope-3 super scribed – “Proposal for Group Personal Accident Insurance Policy of Bank Of Baroda”**

**Selection of Bidder:**

Bank shall facilitate the opening of bids by the Bank on **28<sup>th</sup> March 2023** at the address mentioned in the schedule below in front of the Bidders. The Insurance Company may depute their authorized representative (Not more than one) for a said proposal.

The selection processes consist of two stages:

- In the first stage, Bank will evaluate the technical bids for all the participants and the bidders who qualify in technical evaluation and who agree to all terms and conditions of the tender will be declared as technically qualified for financial bid. The financial bid will be opened immediately after opening of technical bid.
- In the second stage, the financial bids of technically qualified bidders will be opened and L1 amongst them will be awarded the tender.

**General Instruction to insurance companies participating in the tender process:**

1. The Tender will be awarded to the Insurer who agrees to all the policy terms & conditions as mentioned in the Technical bid declarations.

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2. Offers including those received late or incomplete offers shall not be considered without assigning any reason whatsoever. Bank of Baroda reserves the right to make any change in the terms and conditions of offer before opening the price bid including the last date for submission of Bids.
3. The offer should be neatly typed and there should be no hand-written addition/alterations. Such additions/alterations will make the offer ineligible. Details must be completely filled up. Bank of Baroda may treat offers not adhering to these guidelines as unacceptable
4. In case the selected bidder withdraws his offer, Bank reserves right to take such action as it deems fit, including claim of damages against the Bidder.

**Tender Schedule:**

Activity	Time Line
Floating of RFP	13 <sup>th</sup> March 2023
Last date of Seeking clarification	Up to 20 <sup>th</sup> March 2023 on e-mail id: <a href="mailto:insurance.ho@bankofbaroda.co.in">insurance.ho@bankofbaroda.co.in</a> Contact No.-0265-2316726/27/28
Last date & time for Bids submission	28 <sup>th</sup> March 2023 up to 11.00 AM
Date and time for Technical Bid opening	28 <sup>th</sup> March 2023 at 11.30 AM
Date and time for Financial Bid opening	Immediately after acceptance of Technical Bids

All proposals i.e. Technical Bid and Financial Bid should be submitted in two separate envelopes on the address given below. (Please ensure cover should be super scribed with "Proposal for Group Personal Accident Insurance Policy of Bank of Baroda")

**General Manager  
(Operations & Services)**

Bank of Baroda  
Head Office, 7<sup>th</sup> floor, Baroda Bhawan  
R C Dutt Road, Alkapuri, Vadodara, Gujarat- 390007



**Vijay Kumar Yadav**  
Senior Manager  
(Insurance)



**Sanjay Kumar**  
Asst. General Manager  
(Operations & Services)



**VSV Sridhar R**  
Deputy General Manager  
(Operations & Services)



**Pankaj Mittal**  
General Manager (Operations & Services)



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**Disclaimer:**

The information contained in this document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of Bank Of Baroda (or Bank), is provided to the bidder(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by 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 document is to provide the Bidders with information to assist the formulation of their proposals. This tender 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 document. 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 document. The information contained in the 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. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the document or to correct any inaccuracies therein, which may become apparent.

Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. Bank reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of 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.



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Annexure – 1

Date:

The General Manager  
(Operations & Services)- Head Office,  
Bank of Baroda, 7<sup>th</sup> Floor, Baroda Bhavan,  
R C Dutta, Alkapuri, Vadodara – 390 007

**Declaration for Technical Bid**

Dear Sir,

This is with reference to the tender dated \_\_\_\_\_ for Group Personal Accident Insurance Policy of Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the tender document. The Quotes submitted to the Bank are after getting the required approvals from the Competent Authorities of our company.

***In case of any deviations in the said proposal, it should come as a separate document attached with this declaration so that the evaluation of the same is easy. The Technical bid should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company along with stamped & signed tender document by the Authorised Signatory.***



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Annexure – 2

Date:

The General Manager

(Operations & Services)- Head Office,

Bank of Baroda, 7<sup>th</sup> Floor, Baroda Bhavan,

R C Dutta, Alkapuri, Vadodara – 390 007

Declaration for Financial Bid

Dear Sir,

This is with reference to the tender dated \_\_\_\_\_ for Group Personal Accident Insurance Policy of Bank of Baroda. We hereby agree to the all the terms and conditions of the proposal as stated in the tender document. This Financial bid submitted to the Bank is after getting the required approvals from the Competent Authorities of our company.

Name of the Policy	Unit Rate per Lacs	Net Premium	GST	Total Premium
Group Personal Accident Insurance Policy- For Employee				

The financial bid should be submitted on the company's letter head and should bear the company's seal and the name, designation and signature of the Authorised Signatory of the company.



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**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head office at Alkapuri, Registered Office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (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 Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/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 Public Sector Undertaking 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 stores/equipment 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 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 BUYER 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:

Commitments of the BUYER



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1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

#### Commitments of BIDDERS

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

2.1 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.

2.2 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 forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the

BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical 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.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 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

BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

### 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 could 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 (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Bank of Baroda

(ii) A confirmed guarantee by a Scheduled Commercial Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money and Security Deposit shall be valid up to a period of 180 days and 42 Months respectively 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 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

4.4 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

5.1.1 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 BUYER to take all or any one of the following actions, wherever required:-

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5.1.2 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.

5.1.3 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 BUYER and the BUYER shall not be required to assign any reason therefore.

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

5.1.5 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, 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 BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.6 To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.7 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 BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.8 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 BUYER.

5.1.9 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.

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

5.1.11 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.

5.2 The BUYER 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.

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5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) 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 (in quantity) 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 within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 7 Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name: Mr. Harishwar Dayal (email id: dayalagra@gmail.com )

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

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7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

#### 9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Vadodara.

#### 10 Other Legal Actions

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

#### 11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

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.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



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