

## **REQUEST FOR PROPOSAL FOR “Group Term Life Insurance Policy for ITI Employees”**

**(Through E-Tender Mode)**

MATERIALS MANAGEMENT DEPARTMENT

Contact: DGM-MM & CPIO

ITI Limited, ITI Bhavan, Doorvaninagar

Bengaluru, Karnataka-560016

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Tel: 080-25617713



**ITI LIMITED**

(A Government of India Undertaking)

Registered & Corporate Office

ITI Bhavan, Dooravaninagar

Bengaluru – 560 016

Karnataka, India

Website: [www.itilttd.in](http://www.itilttd.in)

**This RFP contains 45 Pages**

<p>This document is meant for the exclusive purpose of Bidding as per the specification, terms, condition and scope indicated shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.</p>
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## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of ITI, is provided to the Vendor 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 is neither an agreement nor an offer and is only an invitation by ITI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. ITI 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. ITI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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## CHAPTER -1

### INTRODUCTION

- a. ITI is a Government of India Undertaking under, Ministry of Communication, GOI.
- b. ITI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another. ITI Ltd. customizes the product-mix to maximize customer satisfaction.
- c. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

### Invitation for Tender Offers

- a. Tenders are invited by ITI for the renewal of **Group Term Life Insurance Policy for ITI Employees** from IRDA Licensed Life Insurance companies operating in India for Group Term Life Insurance Policy for ITIs Employees.
- b. ITI shall purchase the Group Term Life Insurance policy from the selected bidder for a period of one **year**, for the sum insured, in the event of **any kind of death** such as natural death, accidental death, suicidal death, death due to any illness, death due to pre-existing illness including critical illness etc.
- c. Group Term Life Insurance Policy purchased by ITI from the selected bidder will cover **all** its employees at any given point of time.
- d. Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (RFP).
- e. Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose.

### Key Events & Dates

Tender Notice No	CRP21E002/3
Tender Name	Group Term Life Insurance Policy for ITI Employees
Date of Issue	19/08/2021 03:00 PM
Date of Pre-Bid Meeting with the bidder	If required we will inform later
Last date for seeking clarifications, if any	31/08/2021 3:00 PM All queries must be send through mail id: <a href="mailto:corporatemm@itilttd.co.in">corporatemm@itilttd.co.in</a> on or before
Last date and time of submission of (Technical & Commercial)	03.00 PM on 09/09/2021
Tender Document	The details can be downloaded free of cost, from <a href="http://www.tenderwizard.com/ITILIMITED">www.tenderwizard.com/ITILIMITED</a>
Date and time of opening of Technical Bids	03.30 PM on 10/09/2021
Date and time of opening of Commercial Bids	Will be declared after evaluation of technical bid.
Address for communication and Pre bid meeting	DGM-MM & CPIO, ITI Bhavan, Dooravaninagar, Bangalore 560016, Phone: 080-25617713(D), 080-25614466 Ext: 2263
Name of the contact person for any clarification	Mr. Shekhar Mandal (DGM) 080-25617713(D)
e-mail Address	Please quote the RFP No in the Subject Line of the e-mail corporatemm@itilttd.co.in.
Validity of Proposal	Ninety (90) days from the date of opening of Financial Bid.

## CHAPTER-2

### INSTRUCTION TO BIDDERS

- i. The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
- ii. Bidders are advised to study all the tender documents carefully.
- iii. Any and All submissions w.r.t tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- iv. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- v. Duly signed RFP document as a token of acceptance of all terms and conditions of the RFP. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.
- vi. Notwithstanding anything contained in the Policy to the contrary, Underwriter will have no Option to cancel the Policy before the end of the policy period.
- vii. The Underwriters shall closely peruse all the clauses and specifications indicated in the RFP/Tender Documents before quoting. Only such clarifications that are issued after discussions on technical deviations and which affect the RFP/tender stipulations in a substantial manner will be made known to rest of the bidders before opening the bid.
- viii. Valid Power of Attorney in favor of official signing the RFP document or Certificate from CEO/CFO authorizing the signatory to submit proposal/documents/information in respect of RFP.
- ix. Please clearly mention **file name in Technical Bid.**
- x. Please clearly mention **file name in Commercial Bid.**

### DOWNLOADING OF TENDER DOCUMENT

The entire document has been web hosted at ITI's website [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) for view/participation of the eligible bidders. Bidders fulfilling the eligibility criteria, if interested in participating in the bidding process, may download the tender documents and go through the terms and conditions before submitting the bids (technical and commercial) and should ensure timely submission of bid as per terms of tender documents. Any addendum or corrigendum to be published subsequent to the RFP shall be available only on the above mentioned websites and no other mode of communication shall be utilized for the same.

Bidder shall give an undertaking on his letter head that the contents of the bidding document have not been altered or modified

- Proposals to remain valid for 90 days from the last date of submission.
- Bid shall be addressed to:

**DGM-MM & CPIO**

ITI Bhavan, Doorvani Nagar, Bangalore: 560016

Phone: 080-25617713(D)

080-25614466 Ext: 2263

Email : [corporatemm@itilttd.co.in](mailto:corporatemm@itilttd.co.in)

ITI reserves the right to change these dates with appropriate intimation to the Bidders.

The Bids received will be opened as per the date and time mentioned. At the time of opening of Bids, the Bidder or its representatives can be present and witness the process.

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## CHAPTER-3

### ELIGIBILITY CRITERIA

Bidders fulfilling pre-qualification criteria will be considered. The eligibility criteria for pre- qualification of bidder are as under:

Basic Requirement	Eligibility Criteria
License	The bidder must have an IRDA license as on the date of submission of RFP response for procuring Life Insurance business in India.
Legal Entity	The bidder should be in existence for at least 3 years and should be in the line of business of providing Life Insurance during the said period.
Claim Settlement Ratio	The bidder should have a minimum Claim Settlement Ratio of 90% during the last -2 financial years as on 31.03.2020 and 31.03.2021.
Solvency Ratio	The bidder should have the Minimum Solvency Ratio of 1:5 as on 31.03.2021
Integrity Pact	Integrity Pact must be provided with Technical Bid

**Note:** Specimen copy of the policy document (product features) to be executed should be enclosed with the bid submission.

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## CHAPTER-4

### SCOPE OF WORK

1. ITI Ltd. is a Govt. of India Undertaking having its Corporate Office at Bangalore and other Zonal/ Regional Offices across the country with strength of **2673** employees in different age groups with the retirement age of 60 years (up to the last day of the month of superannuation/retirement date of an employee) or as per terms of appointment. ITI intends to take **Group Term Life Insurance Policy** with a combined additional rider Accidental Death & Dismemberment (ADD) (Dismemberment includes Permanent Total / Partial Disability) for its employees at any given point of time for a period of 1 year from the date of acceptance PO.
2. Guidelines issued by IRDA/TAC from time to time with regard to Insurer's responsibility & liability towards insured shall be automatically applicable to this Insurance contract to the extent they improve upon the stipulation of this RFP/ tender from ITI's point of view.
3. The Policy issued by the underwriter should be strictly in accordance with the Terms and Conditions of the RFP. Any clause in the Policy, whatsoever, in contravention of the Terms and Conditions of the RFP will be null and void and will not be binding on ITI. In case of conflict between the RFP/ Tender terms and conditions & Policy wordings, the Tender terms and conditions shall prevail in such circumstances.
4. Proposals are invited from eligible Insurance Companies or their authorized Channel Partners or Bank promoted Life insurance companies for Group Insurance Plan in the event of any kind of death such as natural death, accidental death, suicidal death, death due to any illness, death due to pre-existing illness including critical illness etc. for the employees of ITI Ltd.
5. Group Term Life Insurance Policy (GTL) cover with Graded death benefits, proposed to be extended to ITI employees and details required is as under:

**a. Policy Term – 1 year**

**b. Policy Period – One Year from the date of PO acceptance.**

ITI reserves the right to extend / renew the GTL Policy for another year i.e. for the Policy period 2022-23, with the same successful Insurer (L1 bidder), on the same terms and conditions including rates.

### c. Basic Life Cover:

#### Detail of Employees Cadre / Grade Wise:

INR in Lakh

Sl. No	Grade/Category	F	M	Category	Grand Total	Sum Assured in Rs. (Scheme-1)	Sum Assured in Rs. (Scheme-2)
1	CO	35	52	NON-OFFICER	87	75000.00	150000.00
2	CT	20	110	NON-OFFICER	130	75000.00	150000.00
3	B	1	1	NON-OFFICER	2	75000.00	150000.00
4	C		30	NON-OFFICER	30	75000.00	150000.00
5	D	2	32	NON-OFFICER	34	75000.00	150000.00
6	E	30	124	NON-OFFICER	154	75000.00	150000.00
7	F	8	80	NON-OFFICER	88	75000.00	150000.00
8	G	4	56	NON-OFFICER	60	75000.00	150000.00
9	H	18	69	NON-OFFICER	87	75000.00	150000.00
10	PA		5	NON-OFFICER	5	75000.00	150000.00
11	PC		5	NON-OFFICER	5	75000.00	150000.00
12	CE	4	16	OFFICER	20	100000.00	200000.00
13	G1	95	701	OFFICER	796	100000.00	200000.00
14	G2	165	503	OFFICER	668	100000.00	200000.00
15	G3	23	162	OFFICER	185	150000.00	300000.00
16	G4	1	42	OFFICER	43	150000.00	300000.00
17	G5	6	47	OFFICER	53	200000.00	400000.00
18	G6	20	71	OFFICER	91	200000.00	400000.00
19	G7	15	62	OFFICER	77	250000.00	500000.00
20	G8	8	33	OFFICER	41	250000.00	500000.00
21	G9		10	OFFICER	10	250000.00	500000.00
22	G10	1	2	OFFICER	3	250000.00	500000.00
23	GA		1	OFFICER	1	250000.00	750000.00
24	GB		3	OFFICER	3	250000.00	750000.00
<b>Grand Total</b>		<b>456</b>	<b>2217</b>		<b>2673</b>		

### Geographical Distribution of Employees\*:

Units	Non-Officers												Officers												Grand Total
	CO	CT	B	C	D	E	F	G	H	PA	PC	CE	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	GB	GA	
BGP				30	18	18	19	6	20				45	114	10	3	13	16	15	6	1				334
CORPORATE						16	4						6	41	4	3	6	11	9	7	2	2	1	3	115
MANKAPUR					1	19	4	22	17				312	106	68	13	7	6	4	1	1				581
MARKETING					3	12	2	4	1				40	47	17	5	12	22	21	7	2				195
NAINI		10	1		2	20	2	2	14				58	54	17	1	3	6	6	2					188
NS UNIT	12	46			1	9	4	1	2	5	5	10	17	77	10	3	3	7	9	7	2				172
PALAKKAD	74	41				18		1	15			10	71	83	32	10	2	3	5	3		1			254
R&D									1				1	35	4		1	4	2	3	1				52
RB		32	1		3	40	49	21	17				245	108	23	5	6	15	5	5	1				544
SRINAGAR	1	1			6	2	4	3					1	3				1	1						21
<b>Grand Total</b>	<b>87</b>	<b>130</b>	<b>2</b>	<b>30</b>	<b>34</b>	<b>154</b>	<b>88</b>	<b>60</b>	<b>87</b>	<b>5</b>	<b>5</b>	<b>20</b>	<b>796</b>	<b>668</b>	<b>185</b>	<b>43</b>	<b>53</b>	<b>91</b>	<b>77</b>	<b>41</b>	<b>10</b>	<b>3</b>	<b>1</b>	<b>3</b>	<b>2673</b>

\*Organizational need basis, transfers and relocation of employees are done as and when required.

### Detail of ITI Employees Cadre/Grade and Age as on 01.08.2021:

Grade/Category	Age Bracket								Grand Total
	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	
CO	13	54	20	0	0	0	0	0	87
CT	17	63	38	8	4	0	0	0	130
B	0	0	0	0	0	1	0	1	2
C	3	18	9	0	0	0	0	0	30
D	1	3	3	0	7	1	11	8	34
E	14	27	7	1	0	3	27	75	154
F	0	0	0	0	0	2	21	65	88
G	0	0	0	0	0	5	20	35	60
H	0	0	0	0	4	9	40	34	87
PA	0	0	0	0	4	1	0	0	5
PC	0	0	0	0	0	2	3	0	5
CE	0	9	10	1	0	0	0	0	20
G1	0	0	4	0	4	19	238	531	796
G2	73	188	58	26	2	8	83	230	668
G3	0	0	0	8	7	4	44	122	185
G4	0	0	2	1	4	0	6	30	43
G5	0	0	1	1	9	19	10	13	53
G6	0	0	0	2	6	26	35	22	91
G7	0	0	0	0	1	6	33	37	77
G8	0	0	0	0	0	1	4	36	41
G9	0	0	0	0	0	3	1	6	10
G10	0	0	0	0	0	0	1	2	3
GA	0	0	0	0	0	0	0	1	1
GB	0	0	0	0	0	0	1	2	3
<b>Grand Total</b>	<b>121</b>	<b>362</b>	<b>152</b>	<b>48</b>	<b>52</b>	<b>110</b>	<b>578</b>	<b>1,250</b>	<b>2,673</b>

### Detail of Death of ITI Employees in past three years:

Year	No of Employee covered	No of Death	% of Death
01/07/2020 to 30/06/2021	3478	23	0.66%
01/04/2019 to 30/06/2020	2529	12	0.47%
01/04/2018 to 31/03/2019	2620	6	0.23%
01/04/2017 to 31/03/2018	2601	4	0.15%
01/04/2016 to 31/03/2017	3262	10	0.31%
01/04/2015 to 31/03/2016	3054	10	0.33%

- a. **One Combined Additional Rider Called Accidental Death & Dismemberment (ADD) / Accidental Death & Benefit (ADB):** Sum assured under this rider will be same as sum assured under Basic Life Cover.

This policy is being taken for a period of 1 year for all the full time employees of ITI Ltd including those employees who are on contract for a period of three years / one year. **The benefits required under the GTL Policy and the ADD /ADB Rider are stated below.**

## ITI's Group Term Life Insurance Policy Required benefits

S No	Description	Cover as % age of the Sum Assured	ADD /ADB Rider as %age of Sum Assured			Total	Remarks
			Accidental Death	Disability			
				Permanent	Partial		
1	Normal Death	100%	Nil	Nil	Nil	100%	-
2	Accidental Death	100%	100%	Nil	Nil	200%	-
3	Permanent Total Disability (PTD)	Continue	Nil	100%	Nil	100%	Rider to seize
4	PTD then Accidental Death or normal death	100%	Nil	Nil	Nil	100%	-
5	Permanent Partial Disability (PPD)	Continue	Nil	Nil	50%	50%	Rider to continue for balance 50%
6	PPD then Accidental death	100%	50%	Nil	Nil	150%	-
7	PPD then Normal death	100%	Nil	Nil	Nil	100%	-

*\*Sum Assured under ADD rider will be the same as Sum Assured in Basic Life Cover.*

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

The life insurance companies having IRDA approved Group Term Life Products in the Indian market for at least Three years as on 31<sup>st</sup> March, 2021 would only be considered.

Further such IRDA registered / licensed life insurance companies should not have been barred from **dealing** or selling Group Term products in the market by IRDA.

We are pleased to invite your offer to be submitted online at <https://www.tenderwizard.com/ITILIMITED>

- (i) "Technical /Eligibility Criteria bid for Group Term Life Insurance Policy for 1 year"
- (ii) "Price bid for Group Term Life Insurance Policy for 1year"

Conditional Offers with deviations from the conditions and other requirements stipulated in these documents are likely to be rejected as non-responsive and shall not be considered.

### Special Conditions to GTL Insurance Policy

1. Insurance Company will issue Master Policy for GTL (Life cover) and Accidental Death & Dismemberment / Benefit (ADD /ADB) Rider in the name of ITI Ltd., Bangalore.
2. The scheme is applicable to **all employees** of ITI including those employees who are on contract / tenure on the pay rolls of the ITI.
3. The Policy for GROUP TERM LIFE INSURANCE shall cover **death under all circumstances including suicide** and without any moratorium period.
4. Grade wise sum Assured is liable to change at the time of taking the policy. Further, in case of any up-gradation in the post due to promotion, ITI reserves the right to enhance the sum Assured by paying additional premium on pro-rata basis for the balance period of the policy for the promoted employee/s.
5. The premium for GROUP TERM LIFE INSURANCE and the Additional Rider – Accidental Death & Dismemberment / Benefit of the policy will be paid by ITI Ltd. in one installment.
6. After award of the Policy no complaints/ request will be entertained as to difficulty in administration / Servicing of Policy.

- 7.** For GROUP TERM LIFE INSURANCE policy, initially the premium will **be** paid for the Sum Assured at the beginning of the policy. However, final adjustment of the premium will **be** done at the end of the policy period taking average of the opening and closing manpower / Sum Assured. The adjustment in premium, whether recovery or refund, as the case may be, will be made within a month of the expiry of the policy.
- 8.** All the employees eligible as per ITI's Rules will be held covered throughout the Policy period.
- 9.** All new recruits/ additions to the workforce shall be automatically covered from the date of their joining the ITI service. ITI shall pay subscription for new additions to its workforce during the policy period on a monthly basis. The claim in case of a newly appointed recruit will **not** be rejected merely on the premise that the premium has not been deposited by the ITI in time.
- 10.** No Medical Examination of the member's will be done.
- 11.** No "At Work Certificate"/ "Good Health Certificate" will be provided by ITI at the start of the Policy".
- 12.** Under the said GROUP TERM LIFE INSURANCE POLICY all employees will be considered to have been insured automatically on joining.
- 13.** The Insurer will always follow the principles and time-lines as set out within the Clause 9 of the IRDA (Protection of policyholders' interest) Regulations 2002.
- 14.** No Waiting Period Clause.

## **15. E-TENDERING INSTRUCTIONS**

### **E-tendering Instructions to Bidders:**

Submission of Bids shall be through online process which is mandatory for this Tender.

### **Tender Bidding Methodology:**

#### **• Bid System**

Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.

#### **Broad outlines of the activities from Bidders perspective:**

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System® (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS
- g. Query to ITI LTD (Optional)
- h. View response to queries posted by ITI LTD, as an addendum/corrigendum.
- i. Bid Submission on ETS
- j. Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
- k. View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Note 1:** It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

**Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself.

## • **Digital Certificates:**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> ].

## • **Registration in e-procurement portal:**

- Bidder has to Register first in <https://www.tenderwizard.com/ITILIMITED> and then Tender document can be downloaded from the web site: <https://www.tenderwizard.com/ITILIMITED> and bid has to be submitted in the e-format.
- ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

## • **Special Note on Security of Bids:**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

Specifically, for Bid Submission, some security related aspects are outlined below: -

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the Buyer organization and the personnel of e-tendering service provider.

## • **Public Online Tender Opening Event (TOE):**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

## • **Other Instructions:**

For further instructions, the vendor should visit the home page of the portal

<https://www.tenderwizard.com/ITILIMITED>.

### **Important Note:**

It is strongly recommended that all authorized users of Bidding organization/s should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### **• Minimum Requirements at Bidders end:**

Computer System with good configuration and OS preferably supporting Windows Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)

## **16. SUBMISSION OF PROPOSAL:**

**16.1** The bidder should submit their bid / quote for the entire Scope of Work.

**16.2** The tender submitted by the bidder shall remain valid for a period of 90 days from the date of opening the price bid. Upon acceptance, the rates shall remain firm without any escalation on any account whatsoever till the execution of the project in full.

**16.3** All other documents as required in support of the proposal as mentioned in RFP of the bidder for participating in the tender

**16.4** For submission of above documents bidders are advised to follow PDF Sign in Process while submitting the offer. Offers should be submitted in favor of:

The Deputy General Manager - Corporate MM Department  
ITI Limited, Registered & Corporate Office,  
ITI Bhavan, Dooravaninagar, Bengaluru – 560 016.

**16.5** Whole set as documents as called for, must be submitted after being duly filled in and submitted using sign in process and digital signature. No part of the tender document shall be removed or altered.

**16.6** Complete set of RFP document duly signed on each page of the tender documents as a token of having accepted its contents & signed using sign-in process and digital signature has to be submitted by the bidder.

**16.7 Part – I Eligibility Documents should** contain the following:

- a. Undertaking, duly signed by the authorised signatory of the bidder as per annexures.
- b. Certificate that the bid is unconditional as in **Annexures**.
- c. Authority letter authorizing the person of the bidder to sign the proposal and other documents; and
- d. Confirmation letter that you are agreeable to sign the agreements.

Above mentioned documents have to be submitted online in [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)

- 16.8 Part II - Technical bid, will be opened ONLINE at date & time specified in this tender document. Bidders may participate in the online tender opening as per e-tendering instructions.**
- 16.9 Financial Bid** of only technically qualified bidders will be opened. The bids will be opened online on the pre notified date and time. Bids with conditionality will be summarily rejected.
- 16.10 Bidders are advised to quote their prices in the Price bid format only and any disclosure of price/s in the Technical bid will be summarily rejected.**
- 16.11** Selection of scheme-1 or Scheme-2 will be done by the buyer's choice and the bidders will be evaluated on Least cost selection method.
- 16.12** Bidders are advised to quote their prices in the Price bid format only (**Annexure 9**) and any disclosure of price/s in the Technical bid i.e. **Part II (Sl. No. 16.8)** will be summarily rejected
- 16.13** The Request for Quotation with its all enclosures and annexure shall form integral part of the contract / PO.
- 16.14** The Company reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons thereof at any stage. The decision of the Company is final in regard to the selection of bidders.

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## SERVICE LEVEL AGREEMENT

**This Agreement is made and entered into on this ..... Day of ..... 2021, by and between ITI Limited Ltd.** herein after referred to as “**Insured**”, having its registered office at: ITI Bhawan, Doorvani Nagar, Bangalore -560016.

**And**

..... **Life Insurance Co. Ltd.** hereinafter referred to as “**Insurer**” having its corporate office at .....

Whereas the Insured has obtained Group Term Life insurance policy from the Insurer ..... Life Insurance Co. Ltd.

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Insured and the Insurer to effectively manage the claims arising under the aforesaid insurance policies and to record the responsibilities and deliverables of each party under the mentioned policies.

This Agreement will be effective from the date of August 1, 2021 and exist throughout the currency of the aforesaid insurance policies or until settlement of all valid claims arising under the policies whichever occurs later.

The lives insured under this policy shall be insured 24\*7 days a week, 365/366 days in a year as the case may be. On all days of the calendar year up to the last day of the month of superannuation/retirement date of an employee. From 01<sup>st</sup> day of the policy through the last day of the policy / retirement date of an employee whichever is earlier.

No clause agreed here contradicts the Policy Terms & Conditions.

### CLAIMS PROCESS:

The claims for GTL will be lodged directly by ITI with the underwriter. All the claims will be settled by the underwriter by sending cheque/bank draft to this office drawn in favour of “ITI Limited” payable at Bangalore or through EFT / RTGS. Payment will in turn be made by ITI to the beneficiary. The set of claim documents formats will be provided by the successful bidder/underwriter while issuing the cover.

#### 1) Intimation of Loss:

The Insured shall intimate every incident that may give rise to a claim under the policies to the Insurer in accordance with the conditions of the policy in question i.e. the incident or loss shall be notified immediately upon loss coming to notice by the following mode: **E-Mail Notification: (E-Notification)**

**Insurer’s e-mail address:**

**Insurer Contacts**

**E-mail**

**Contact Nos.**

Contact 1:

Contact 2:

Contact 3:

#### 2) Mobile Claim Notification:

In the event of emergency, the insured can send initial claim intimation via SMS to the above mentioned mobile numbers of Insurer. However, such notifications shall be followed by a notification through ITI via e-mail or letter as soon as practically possible. Whichever mode of notification is used; the notification shall be acted upon.

#### 3) Action by the Insurer:

- a. NO third party involvement in the Claim Settlement
- b. The insurer shall ask for pre agreed documents upon receiving the initial notification.

- Claim Form

- Death Certificate / Death Summary
- Employee ID Copy
- Nominee Details (ID proof & Canceled cheque)
- c. All documents submitted in support of the claim must be forwarded by ITI. Documents received independently may not be entertained.
- d. The insurer shall within 24 hours of receiving the initial claim notification send an email to the insured stating the requirements. The insurer will monitor the claims and ensure all covered claims are settled within 15 working days of receiving all necessary documents required to service the claim.
- e. The Insurer will always follow the principles and time-lines as set out within the Clause 9 of the IRDA (Protection of policyholders' interest) Regulations 2002.
- f. The Insurer would arrange Quarterly review meetings with the Insured and share MIS regarding operation of the scheme with ITI on a monthly basis.

#### 4) Settlement of Claims:

- a. Dedicated account management team from Insurer's end.
- b. Account review to be done on quarterly basis or as and when decided by ITI.
- c. Insurer will confirm whether a claim is admissible or not as per terms of the policy within 2 working days from the receipt of claim notification. If, in the opinion of the insurer, the claim is not admissible, then a detailed written explanation will be provided to the insured within the time frame of 2 days.
- d. **Final Payment:** Insurer will make payment for claim amount directly to the Nominee's account under advice to ITI.
- e. Insurer will accept all documents sent through E-mail and **hard copies** of the documents if required shall be sent to Insurer directly by ITI. Where documents cannot be shared due to their confidential nature or volume involved, the Insurer shall visit the insured's office to verify such original documents.
- f. If additional requirement/clarification is needed by the Insurer, Insurer to inform the same to ITI within 2 working days from the date of receipt of last set of documents.
- g. Once all documents, as desired, have been received by the insurer, claim settlement should be effected within 15 working days.
- h. The underwriter will be required to settle the claims within 15 days of submission of all requisite papers. **Interest @4% over bank rate will be payable in case of delay in settlement of claim.**

#### 5) Claim MIS - to be sent to Insured on need basis.

#### 6) Meeting - for discussion on claims /performance of claim settlement and other pending issues, if any, as and when desired by the Insured.

##### On Behalf of the Insured

Signed:  
Named:

Title:  
Date:

##### On Behalf of the Insurer

Signed:  
Named:

Title:  
Date:

## CHAPTER – 5

### BID SUBMISSION AND EVALUATION GUIDELINES RFP DOCUMENT SUBMISSION IS REQUIRED TO BE DONE AS UNDER

The Tender documents (Technical Bid & Commercial Bid) should be submitted through online process as mentioned in the RFP.

#### Bid Submission

Bidder shall submit their offers in both for “Technical” and “Commercial bid” sections

**Before submitting the tenders, it should be ensured that all the documents and annexure being submitted are duly signed by the authorized signatory.**

#### Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexure provided and all the compliances stated in the Chapter - 3 Eligibility Criteria.

ITI reserves the right to waive any of the Technical Specification during technical evaluation, if in the ITI's Opinion it is found to be minor/deviation or acceptable deviation.

#### Commercial Bid

The rates are to be given in the price bid format to be quoted in figures and words. Rates must be inclusive of all charges, levies, out of pocket expenses in financial bid. The bidder is required to check the prices/amount carefully before submitting financial bid.

1. Only one bid would be considered from one firm/Company.
2. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. ITI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.
3. The rates are to be quoted net of all discounts inclusive of taxes, if any.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the E Publish *and ITI Website*.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, ITI, at its discretion, may extend the deadline for the submission of Bids. Further, ITI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

#### Note:

- If the bids submitted does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by ITI.
- The evaluation of the bid will only be based on the documents submitted through online.
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders, who satisfy the technical requirements as determined by ITI, shall qualify for the COMMERCIAL BID evaluation.
- ITI reserves the right to modify the evaluation process at any time during the Tender process (before

opening the technical bids), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

- ITI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- The firms registered as micro/ small enterprise with MSME and NSIC under its single point registration scheme are exempted from furnishing bid security, provided they are registered for the items they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
- Bidder or their authorized representative may remain present at the time of opening of bid or they can attend online bid opening. The authorized representative should carry the authorization letter of the bidder in this regard.

### **Transfer of Bid Document/ Award**

Transfer of Bids submitted by one Bidder of Award by successful bidder to other party is not permissible. ITI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of ITI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, the reform, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

### **Evaluation of Technical Bids**

ITI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.

ITI reserves the right to open the bids at the stipulated/notified time & date, even if vendor/s expresses their inability to attend the opening of bids.

The bidder representative should bring an authority letter on the company letter head to attend / represent the bidder in the meetings; else the person shall not be allowed to attend the meetings.

ITI will evaluate and compare the bids which have been determined to be substantially responsive.

### **Price Evaluation**

Bidders should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes, duties, levies, transportation etc., applicable excluding service tax for entire scope of work as per Price bid format included of this tender document.

Commercial Evaluation of the technically eligible bids, shall thereafter be done. Bids shall be evaluated on the basis of the total evaluated value as per the quoted rates for the services mentioned in Scope of Work.

Lowest bid amongst the technically qualified bidder will be selected as L1 bidder.

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## CHAPTER-6

### STANDARD TERMS & CONDITIONS

#### Clarification of Tender Document

The prospective Bidders requiring any clarification of the Tender Document may notify ITI in writing or by e-mail corporatemm@itiltld.co.in.

#### Amendment of Tender Document

At any time prior to the last date for receipt of bids, ITI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on the ITI's website. In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

#### Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal.

#### Proposal Cost

ITI is not liable for any costs incurred by bidders in preparing responses to this Request for Proposal or for any work performed prior to official appointment by ITI.

#### Any other Information

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder may provide any other information/description like performance Figures specified/indicated along with supporting documents/calculations.

#### Validity of the Bid

The Bid shall be valid for a maximum period of 90 days from the last date of OPENING OF Financial bids submission as indicated. Bidder should submit an undertaking in this regard.

In exceptions circumstances ITI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended. Exclusivity ITI will choose one (1) successful vendor to provide the required services. Further, No Consortium bids as well as sub-contracting in any form shall be accepted.

#### Language

The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

## Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If Bidder does not accept the correction of errors, its bid will be rejected and its bid security May be forfeited.

## Rejection of Bid

Bids may be rejected on occurrence of any one of the following events/ conditions.

- Any effort by a Bidder to influence ITI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage/ time during the Tendering Process.
- Any evidences of cartelization.
- Bids received by ITI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

## Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

## Commercial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

## Confidentiality of the Document

This Tender Document is confidential and ITI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

The Bidder will treat all data & information about ITI, obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of ITI. If the Bidder leaks any such information to any third party (Web/Mail), ITI holds the right to take such action as may be necessary.

## Conflict of Interest

Bidders must disclose to ITI in their Proposal any potential conflict of interest, including any which may involve ITI employees who may have a financial interest in a Bidder.

If such conflict of interest does exist ITI may, at its discretion, refuse to consider the Proposal.

## Non-Collusion

Vendor shall not discuss or communicate, directly or indirectly, with any other Vendor or their agent or representative about the preparation of their Proposals. Vendor shall attest that its participation in the RFP process is conducted without collusion or fraud.

If ITI discovers there has been a breach of this Requirement at any time, ITI reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

## Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with ITI. However, ITI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected at the discretion of ITI.

ITI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## Price Basis

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

L1 bidder would be selected on the basis of the total premium. However, ITI reserves the right to cancel any or all the bids, if not found according to the proposal made. The Selected Insurance Company has to enter into an agreement for Service standards (Service Level Agreement).

The lowest offer will be worked out on the basis of the premium of GTL as quoted by the bidders in Financial Bid and the same shall be recognized as L-1. Evaluation of L1 bidder will be on the basis of total Premium (including applicable taxes).

## Clarification of bids

During evaluation of Bids, ITI, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

## Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with ITI's prior written consent. The Bidder shall notify ITI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

## Annulment of Award

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event ITI may make the award to any other bidder at the discretion of the ITI or call for new bids.

## Termination Clause

ITI at its absolute discretion, reserves its right to terminate the agreement for any reason including but not limited to the following

- a) If the Underwriter submits wrong information in the bid.
- b) In the event of claims not getting settled in time / Service not being rendered to ITI's satisfaction.
- c) Poor servicing of the claims.

The Insurer is bound to refund the pro-rata insurance premium paid by the Insured for the residual period of the policy.

## Good Faith Statement

All information provided by ITI in this RFP is offered in good faith. Individual items are subject to change at any time. ITI makes no certification that any item is without error. ITI is not responsible or liable for any resulting claims by use of this information.

## Award of Contract

Before the expiry of the period of validity of the proposal, ITI shall notify the **"Successful Bidder"** in writing by registered letter/ e-mail or by fax, that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance within three (3) days of receiving the notification and subsequently issue following

- a. **Issue of the Risk Held letter** - Insurer will issue the Risk Held letter immediately from the time of receipt of Premium cheque from Insured.
- b. **Master Policy** - Policy documents will be issued by Insurer within 5 working days from the receipt of Payment and submission of the required information.
- c. **Endorsements** - Endorsements for additions / deletions / amendments / refunds to the policies to be issued by Insurer within 5 working days from the date of receipt of the information/ premium.

If L1 Vendor fails to execute the order, ITI will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, ITI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, ITI may the n cancel such tender at their discretion, unless the firm retains its character.

## Terms of Payment

ITI will pay the Invoice amount subject to acceptance of LOI by the successful bidder. Bidders need to provide correct bank details as sought in annexure attached to avoid any delays.

## Supplementary Information to the RFP

If ITI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

## Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in Bangalore. The jurisdiction of any other court in any place other than Bangalore is specifically excluded.

If ITI and Underwriter fail to agree on certain issues such as tenability and quantum, the matter will be referred to Arbitrator under Arbitration and Conciliation Act, 1996.

## Waiver of Minor Irregularities

ITI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of ITI. Where ITI may waive minor irregularities, such waiver shall in no way modify the "Request For Proposal" (RFP), requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

## Force Majeure

ITI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected vendor/bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the ITI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

## Merger/ Acquisition of Bidder

In the event of the Bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with ITI should be passed on for compliance to the new company in the Negotiations for their transfer.

## Delays in the Bidder's Performance

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify ITI in writing of the fact of the delay, its likely duration and its cause(s).

The underwriter will be required to settle the claims within 15 days of submission of all requisite papers. The set of claim documents formats will be provided by the successful bidder/underwriter while issuing the cover.

**Interest @4% over bank rate will be payable in case of delay in settlement of claim.**

## Confidentiality of Information

This document contains information confidential and proprietary to ITI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of ITI, affiliates, and/or business partners.

Disclosure of receipt of any part of the afore mentioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from ITI. Reproduction of this RFP, without prior written consent of ITI, by photographic, electronic, or other means is prohibited.

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## ANNEXURE 1

### TENDER ACCEPTANCE LETTER

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To

ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir/Madam,

#### **Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

**Name of Tender / Work:** \_\_\_\_\_

Dear Sir,

- a. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) as per advertisement, given in the above- mentioned website(s).
- b. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- c. The corrigendum(s) issued from time to time by ITI Ltd. has also been taken into consideration, while submitting this acceptance letter.
- d. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- e. I/We hereby declare that our Company/Organization has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three years.
- f. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three years.
- g. The life insurance companies having IRDA approved Group Term Life Products in the Indian market for at least Three years as on 31<sup>st</sup> March 2019 would only be considered. Further such IRDA registered/licensed life insurance companies should not have been barred from dealing or selling Group Term products in the market by IRDA.
- h. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice

or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

- i. I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.
- j. I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.
- k. I/We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by ITI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.
- l. I/We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.
- m. I/We further confirm our unqualified acceptance to all Terms and conditions.
- n. I/We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

## ANNEXURE 2

### Checklist

S. No.	Conditions	Please Specify "Agree" Or "Disagree"
1	The Policy shall cover death under all circumstances including suicide and without any moratorium period.	
2	Additional Rider- Accidental Death & Dismemberment / Benefit (ADD / ADB) shall cover death by accident AND Disability (permanent Total / Partial Disability) as per the rules of IRDA	
3	The premium rate shall remain unchanged during the policy period	
4	There shall be no Exit Barrier i.e. any member can exit the scheme at any point of time	
5	There will be no stipulation as to minimum / maximum no. of members in this scheme	
6	Only documents as mentioned in SLA will be provided by ITI. No Medical Examination of the members will be done	
7	No "At Work Certificate" / "Good Health Certificate" will be provided by ITI at the start of the Policy".	
8	No "Personal Declaration Form" will be submitted by the employees on joining the scheme	

Date

Signature of Authorized Signatory with Company Seal

**ANNEXURE 3**  
**DETAILS OF GROUP TERM LIFE PLAN BEING SOLD BY BIDDERS**

<b>S. NO.</b>	<b>Name of the Product with Brief Description</b>	<b>Unique Identification No. of the Product</b>	<b>Date of Approval of the Product</b>	<b>Free Look Period</b>

Date

Signature of Authorised Signatory with Company Seal

## ANNEXURE 4 BIDDER'S INFORMATION

S. No.	Particulars/Details	Documents Attached		
1.	Name of the Bidders/Firm			
2.	Registered Office (mention Address)			
3.	Address of Office For Communication			
4.	Telephone No. Office			
	Mobile			
	Fax			
	E-Mail			
	Website			
5.	Authorized Person - Name			
	Designation			
	Mobile			
	E-Mail ID			
6.	Alternate Authorized Person - Name			
	Designation			
	Mobile			
	E-Mail ID			
7.	PAN (Please submit self-certified photocopy)			
8.	GSTIN No. (Please submit self-certified photocopy)			
10.	Beneficiary Bank Details			
	Bank Account No			
	IFSC/NEFT Code			
	Name of Bank			
	Address of Branch			
11.	Details of Group Policies in past 3 years			
	Financial Year	No. of Lives Insured	Net Premium Collected	Claims Settled in %
	2017-18			
	2016-17			
	2015-16			
12.	Details of Lives Insured in past 3 years			
	2017-18			
	2016-17			
	2015-16			

## ANNEXURE 5

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

I, \_\_\_\_\_ hereby certify on behalf of ..... that our offer no..... dtd..... against specification No ITI: INS: GTL 19-20 dated .....does not breach Insurance Act/ IRDA/ TAC and applicable guidelines. I further confirm that in the event of disclosure at a later stage that the same is in breach and ITI is put to any disadvantage or face cancellation of the Policy or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie wholly on us and will bear all consequences thereof.

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

I, further certify that I am the duly authorized representative of the under mentioned tenderer as per the Power of Attorney enclosed herewith.

Signature of Authorized Signatory with Company Seal

## ANNEXURE 6

### OFFER FORWARDING LETTER /TENDER SUBMISSION LETTER

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

**Tender No:** -----

**Dated:** .....

To,  
ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir,

Sub: Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by ITI Limited, ....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

- i) Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by ITI.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) Forms and Procedures

Should our Offer be accepted by ITI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by ITI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

Date:

Signature of authorized person

Place:

Full Name & Designation:

Company's Seal:

**ANNEXURE 7****DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER**

(To be typed & submitted in the letter Head of the Company/firm of Bidder)

To,

ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref:

- i) NIT/ Title of the work. Name of Tender NO .....,
- ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

**ANNEXURE 8**  
**NO DEVIATION CERTIFICATE**  
(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref: i) NIT/Tender No .....,  
ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by ITI and in case of such observance at any stage, it shall be treated as null and void and our tender shall have deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all **Terms** and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

## ANNEXURE 9

### FINANCIAL BID – FORMAT

(it needs to be filled in attached price bid format separately)

Name of the Bidder:.....

#### **Policy Sum assured value (Scheme-1)**

S.NO	DESCRIPTION	Group Term Life Insurance-GTL (Life Cover)
1.	Estimated No. of Employees	2673
2.	Sum Assured (SA) (Rs. in crores)	29.63 Cr.
3.	Rate of Premium per Rs 1000 of SA (in Rs) (Net of all discounts)	
4.	Premium (2X3) (in Rs)	
5.	<b>Add:</b> Any other charges or taxes, (in Rs) (Please specify, if applicable)	
6.	Add: <b>GST</b> (applicable on premium amount to be mentioned at 4 above)	
7.	Premium total (in Rs) <b>(7=4+5+6)</b>	
<b>Net Premium Payable (Figures)</b>		
<b>Net Premium Payable (Words)</b>		
<b>Total Amount payable (inclusive of taxes)</b>		

#### **Policy Sum assured value (Scheme-2)**

S.NO	DESCRIPTION	Group Term Life Insurance-GTL (Life Cover)
1.	Estimated No. of Employees	2673
2.	Sum Assured (SA) (Rs. in crores)	59.36 Cr.
3.	Rate of Premium per Rs 1000 of SA (in Rs) (Net of all discounts)	
4.	Premium (2X3) (in Rs)	
5.	<b>Add:</b> Any other charges or taxes, (in Rs) (Please specify, if applicable)	
6.	Add: <b>GST</b> (applicable on premium amount to be mentioned at 4 above)	
7.	Premium total (in Rs) <b>(7=4+5+6)</b>	
<b>Net Premium Payable (Figures)</b>		
<b>Net Premium Payable (Words)</b>		
<b>Total Amount payable (inclusive of taxes)</b>		

- Only blank format of price bid should be submitted in Technical Bid, without indicating any price.
- Price should be indicated in the commercial bid section only.

#### **Bid Validity Declaration**

**Please note. We are seeking for both quotation and its ITI management discretion with which scheme they will go either with Scheme1 or Scheme 2.**

**Note:** The amount of premium is to be rounded off to the nearest rupee.

The premium shall be net of all discounts.

The bidder should quote price inclusive of all expenses, duties, levies, out of pocket expenses, etc.

Certified that the above offer is valid for 90 days from the opening of technical bid.

Signature of the Authorized Signatory

Name of the Firm: ..... Place: .....

Date: ..... Address: .....

(with rubber stamp of the firm)

**L-1 shall be decided on - Premium total (in Rs)**

Although bids are being called for 2673 lives, the premium shall be paid on the basis of actual number of employees covered under the policy which may be more or less than 2673.

## ANNEXURE 10

### DECLARATION OF RELATION IN ITI

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir,

**Sub: Declaration for relation in ITI**

**Subject: RFP - \_\_\_\_\_**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(i)

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

## ANNEXURE 11

### FORMAT OF SENDING PRE-BID QUERIES

**Ref: RFP No**

**Name of the Bidder:**

**Contact Address of the Bidder:**

Sr. No.	Section Number	Page Number	Query

## ANNEXURE 12

### ESCALATION MATRIX (Bidding Company)

Ref: ITI Tender No. \_\_\_\_\_

Name	Organization	Designation	Type of support	Mobile	Phone	Email address

**Any changes in the Designations / Contact Persons ITI need to be informed immediately.**

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization .....

## ANNEXURE 13

### PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of .....20 .

#### **BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

#### **AND:**

..... represented by.....Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

#### **Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ..... of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

**NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:**

#### **SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

- 1.2. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

## **SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material 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)/contractor(s) will not enter with other bidders/contractors 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)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
  - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

## **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and

duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

## **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal 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 specific manner, refrain from action or tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal 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.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor *appointed* by the Principal at present is furnished below: -  
 Shri Javeed Ahmad, IPS (Retd.)  
 M-1101, Shalimar Gallant Apartment,  
 Vigyanpuri ,Mahanagar,Lucknow-226006

Any changes to the same as required / desired by statutory authorities is applicable.

## **SECTION 9 – PACT DURATION**

- 9.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 9.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

## **SECTION 10 – OTHER PROVISIONS**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.7 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

10.8 The action stipulates 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.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) .....

1).....

2) ..... 2).....

## ANNEXURE 14

### DOCUMENT SUBMISSION INDEX

S.no.	Eligibility Criteria & Annexure	Document Enclosed
1	License	
2	Legal Entity	
3	Claim Settlement Ratio	
4	Solvency Ratio	
5	Annexure 1 Tender Acceptance Letter	
6	Annexure 2 Checklist	
7	Annexure 3 Details Of Group Term Life Plan Being Sold By Bidders	
8	Annexure 4 Bidder's Information	
9	Annexure 5 Certificate Of Declaration For Confirmation Of IrDA/Tac Guidelines	
10	Annexure 6 Offer Forwarding Letter /Tender Submission Letter	
11	Annexure 7 Declaration By Authorized Signatory of Bidder	
12	Annexure 8 No Deviation certificate	
13	Annexure 10 Bid Validity Declaration	
4	Annexure 11 Declaration of Relation in ITI	
15	Annexure 12 Format of sending Pre-bid queries	
16	Annexure 13 Escalation Matrix (bidding company)	
17	Annexure 14 - Integrity Pact	
18	Annexure 15 - Document Submission Index	
19	Annexure 9 - Commercial Bid/ Financial Bid - Format	It needs to be submitted through Price Bid format separately.

Note: All documents for Eligibility and Annexure are to be indexed (page no.) in serial order as per above.

Please clearly mention file names in **Technical Bid** in for Document from S. NO.1 to S. NO. 18 as a part of Technical Bid.

Please clearly mention **file name in Commercial Bid** for Document at S. No. 19 as Commercial Bid.

## ANNEXURE 15 BID SECURITY DECLARATION FORM

Date: \_\_\_\_\_

RPF No. \_\_\_\_\_

To  
DGM MM & CPIO,  
ITI Limited,  
(Registered & Corporate Office) ITI Bhavan,  
Doorvaninagar, Bengaluru – 560 016

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/ We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(insert signature of person whose name and capacity are shown)

\*\*\*\*\*