



Online Request for Proposal (e-RFP)

For

“The engagement of a Health Insurance Provider for the employees of JKB Financial Services Limited”

**e-RFP Ref No. JKBFSL/Health-Insurance-Provider/2025-1429
Dated: 13-06-2025**

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1. SCHEDULE OF RFP

e-RFP Reference No.	JKBFSL/Health-Insurance-Provider/2025-1429 Dated: 13-06-2025
e-RFP Description	The engagement of a Health Insurance Provider for the employees of JKB Financial Services Limited
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Mr. Sakib Ali (In-Charge HR Department) JKB Financial Services Limited Corporate Office, Main Road Jawahar Nagar Srinagar (J&K) - 190008 Cell No: 9739361523 e-Mail: sakib.ali@jkbfsl.com Phone Numbers: 0194-2311512 e-mail: hr@jkbfsl.com
Submission of Technical Bid & Commercial BID	As prescribed in the RFP
Appointment Type	As per defined eligibility criteria
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcpocure.com from June 17, 2025, 16.00 Hrs. To July 08, 2025, 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcpocure.com by or before June 24, 2025 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on July 01, 2025.
Last Date of Submission of RFP Bid	July 08, 2025, 17.00 Hrs.
Earnest Money Deposit (EMD) (Refundable)	INR 5000.00/- (Rupees Five Thousand Only) to be deposited through Transfer / NEFT only to below A/c: Account Name: JKB FINANCIAL SERVICES LTD 16-digit Account No : 1111010100000042 IFSC Code: JAKA0APEXBR (0 denotes zero) Bank: J&K Bank Branch: Corporate Headquarters MA Road Srinagar J&K - 190001

For e-Tender related queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat			
	Help Desk:			
	Sr. No	Name	Mobile No.	Email ID
	1	Utkarsh Pal	6352632098	utkarsh@eptl.in
	2	Mubassera Mansuri	7859800621	mubassera@eptl.in
	3	Sandhya Vekariya	6352631968	sandhya@eptl.in
	4	Trupti Patel	6352631766	trupti.p@eptl.in

2. INTRODUCTION

JKB Financial Services Limited (a wholly owned subsidiary of J&K Bank) established in the year 2008 to offer products and services in financial services space to its clients. The Company is registered as stock broker (Trading cum Self Clearing Member), Depository Participant with SEBI and as a Mutual Fund Distributor with Association of Mutual Funds of India (AMFI). The company is presently providing services in stock broking, depository, and distribution of mutual funds, IPOs, ETFs, tax planning products etc.

The registered and corporate office of the company is situated at Main Road, Jawahar Nagar, Srinagar, J&K 190008. The Company has 14 branches (6 branches in Kashmir, 6 branches in Jammu, 1 branch at Leh and 1 branch at Gurgaon) besides having sales origination from 1050+ J&K Bank Branches across the country.

JKBFSL has a total employee strength of 88 employees.

3. PURPOSE OF RFP

Health insurance for employees is a critical investment for any company, as it directly impacts workforce well-being, productivity, and organizational success. By offering health coverage, companies demonstrate a commitment to the physical and financial health of their employees, which in turn boosts morale, reduces absenteeism, and enhances job satisfaction. Access to quality healthcare enables employees to address medical issues promptly, minimizing long-term health risks and ensuring a healthier, more engaged workforce. Additionally, a competitive health insurance plan strengthens talent acquisition and retention efforts, positioning the company as a desirable employer in the job market. Ultimately, employee health insurance is not just a benefit—it's a strategic asset that contributes to sustained business growth and operational efficiency.

JKBFSL, a wholly owned subsidiary of J&K Bank, with strength of 88 employees invites proposals from IRDAI-licensed Health Insurance Companies for the engagement as the Health Insurance provider for its employees their Spouse and dependent Children. The selected provider will be responsible for delivering comprehensive health coverage, seamless claim settlement, and quality service support.

A. The details of lives (Employees and Dependents) to be covered are as under:

Age Bar	Employees	Spouse	Children
0-18 Years	-	-	61
20-25 Years	-	-	-
25-30 Years	9	9	-
31-35 Years	56	30	-
36-40 Years	16	23	-
41-45 Years	6	1	-
46-50 Years	1	-	-
51-55 Years	-	-	-
56-60 Years	-	-	-
61-65 Years	-	-	-
66-70 Years	-	-	-
71-75 Years	-	-	-
76-80 Years	-	-	-
81-85 Years	-	-	-
Total Lives	88	63	61

Total Lives are 212.

B. The bidder should provide the best possible premium plans if any of our employee desires to opt for parent cover. The details of parents are as under:

Details of Parents

Age Bar	Father	Mother
41-45 Years	-	1
46-50 Years	-	5
51-55 Years	4	8
56-60 Years	7	29
61-65 Years	27	20
66-70 Years	20	21
71-75 Years	12	1
76-80 Years	7	-
Total Lives of parents	77	85

Total parents live are 162

4. OBJECTIVE

The primary objective of this RFP is to engage a capable and experienced Health Insurance Provider to offer Group Med claim (Health) Insurance coverage to JKBFSL employees and their dependents, ensuring financial protection and access to quality healthcare.

5. SCOPE OF WORK

The selected provider will be responsible to cover Employee + Spouse + Dependent Children. The sum assured will be INR. 10,00,000/- per employee.

- Offering Group Health Insurance coverage to employees and dependents as defined by JKBFSL.
- Covering hospitalization (including day-care procedures), pre- and post-hospitalization expenses, maternity, and domiciliary hospitalization.
- Providing cashless claim services through an extensive network of hospitals.
- Ensuring efficient claims processing and grievance redressal.
- Assigning a dedicated relationship manager and support team.
- Conducting onboarding sessions and employee awareness programs.

6. PROCEDURE FOR ENGAGEMENT

- a) Initial screening of participants:** The participant will be evaluated based on the minimum eligibility criteria as indicated in Section (Eligibility Criteria) by the committee constituted by Competent Authority.
- b) Shortlisting of one participant:** The Committee, after evaluation of all the applications will shortlist one participant based on lowest quote (L1) as per section 3 (Table A) and will issue a letter of award.

6.1 NOTIFICATION OF ENGAGEMENT

JKBFSL shall notify the shortlisted participant about engagement in writing by registered letter or by e-mail.

The shortlisted participant shall acknowledge in writing, receipt of the notification of engagement and shall send his acceptance within 7 days of receiving the notification to JKBFSL, Failure to acknowledge within specified timeline may lead to termination of the engagement.

During engagement period, JKBFSL reserves the right to cancel the engagement, if the service provided is found to be unsatisfactory or if, at any time, it is found that the information provided for engagement is false. JKBFSL reserves the right to remove such vendor/vendors from the list without giving any notice to the service provider in advance. JKBFSL's decision will be final & binding in this regard.

6.2 AWARDING OF WORK

JKBFSL shall invite RFP, as per the organizational requirements, as and when required, as per given date and time schedule.

JKBFSL shall carry out detailed evaluation of such received proposals on technical aspects to arrive at best selected Service Provider for the required

work.

JKBFSL shall select and enter into a specific engagement with identified Service provider/s on basis of scope, deliverables, terms and conditions. The selected Service provider shall be responsible and bound by that contract for successful execution of the work.

The Service provider shall be solely responsible for compliance with the provisions of all statutory central and state/UT Insurance laws, various taxes (GST, Income tax, sales tax, service tax, etc.), labor and industrial laws.

With regard to the bidders, the following shall be followed:

- **Cover Letter:** Brief introduction of the consulting firm, its qualifications, and interest in the project.
- **Insurance Firm Profile:** Provide an overview of the firm, its experience, and key personnel involved in the project.
- **Approach and Methodology:** Detailed description of the approach to carry out the assessment, provide recommendations, and implement the strategies. Include a timeline for each deliverable.
- **Case Studies/References:** Provide examples of similar assignments undertaken by the firm, with references from previous clients, if possible.
- **Cost Proposal:** A breakdown of the cost for the services including all hidden charges.
- The successful bidder shall execute a “Agreement” with JKBFSL on non-judicial stamp paper of Rs.100/-.
- Service Provider shall appoint / nominate a senior and responsible officer as a single point of contact for communication and resolution of any issues arising out of or related to the service rendered.
- Service Provider shall render service as per the requirement and satisfaction of the JKBFSL, and for this purpose shall depute a team to carry out the said service as per the requirements spelt out by JKBFSL for execution of the services.
- Service Provider shall obtain all necessary registrations, licenses, approvals and sanctions under the laws as are applicable in India.

6.3 RFP Participants

Open to all eligible participants.

6.4 Duration of Contract

- The engagement will be for a period of one (1) year, extendable annually based on satisfactory performance and mutual consent.
- The insurer shall enter into a service agreement with JKBFSL outlining detailed terms, deliverables, and service-level obligations.
- Performance will be reviewed periodically based on service metrics, claim settlement turnaround time, and employee feedback.

7. Eligibility Criteria

7.1 Eligibility Criteria for Group Insurance Provider (Bidder)

S. No.	Eligibility Criteria	Documents to be submitted as proof
1	The bidder must be duly registered with the Insurance Regulatory and Development Authority of India (IRDAI) to operate and offer health insurance services in India	Copy of IRDAI Certificate Copy of Certificate of incorporation
2	The bidder must have a minimum of five (5) years of experience in providing Group Health Insurance services to corporate clients	Self-declaration on bidder's letter head signed by the Authorized Signatory of Company
3	The bidder must have successfully serviced at least three (3) organizations, each having 200 or more employees, during the last three financial years.	Copy of Engagement Letters/Purchase order/Offer Letter/Agreement Copy duly signed by Authorized Signatory of the Company. Letter of Satisfaction from at least 3 client availing services of the Insurance Provider.
4	Should have a high claim settlement ratio and a strong pan-India hospital network.	Self-declaration on bidder's letter head signed by the Authorized Signatory of Company on High claim settlement ratio (preferably above 95%) and an established pan-India hospital network capable of providing cashless hospitalization services.
5	Must not be currently blacklisted or debarred by any government or regulatory body.	Self-declaration on bidder's letter head signed by the Authorized Signatory of Company

**The bidder should provide the best premium plan for parent's cover.*

7.2 Orientation/Training/Induction: -

The Service Provider shall conduct thorough and proper Orientation/Training/Induction of all concerned employees of JKBFSL for provision of agreed Services to JKBFSL.

8. General Guidelines

- Interested vendors who comply with the requirements may submit the application duly filled in and supplemented with all relevant documents to us for further processing as per laid down procedures. In-complete Applications in any respect are liable to be rejected summarily.
- Eligible vendors may submit their applications through online bidding portal.
- Any addendum/ Corrigendum to the RFP would be communicated to the participant.
- Prospective Applicants must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject RFP by JKBFSL, on our Website/ Portal.
- Applicants should ensure that copy of all relevant documents are enclosed with the RFP document.
- Applicants are required to preserve the originals of documents ready for verification by the JKBFSL at any point of time.
- Applicants should submit documents as per Document Submission Index and do page numbering and indexing of papers.

9. RFP Submission

9.1 Only One Submission

Only one submission by each participant to this RFP will be permitted. The participant will submit the response only in the online mode, a submission in a different manner, including a submission through fax or email, will not be accepted by JKBFSL and will be summarily rejected. Soft copy of the technical bid will be required by JKBFSL after opening of the bids which will be communicated later.

9.2 RFP fees

The RFP application fees (non-refundable) may be paid by the bidders through NEFT as per the following details:

Account Number: 1111010100000042

Account Name: JKB Financial Services Limited

IFSC Code: JAKA0APEXBR

Amount: INR 5,000/-

Bank Name: The Jammu and Kashmir Bank

Branch: Apex branch, Corporate Headquarters Srinagar-190001

9.3 Earnest Money Deposit

Prospective bidders are required to deposit ₹5000.00/- (Rupees Five Thousand) towards earnest money deposit (EMD). JKBFSL will not pay any interest on the EMD. The bidder can also submit the EMD through NEFT as per the following details:

Account Number: 1111010100000042

Account Name: JKB Financial Services Limited

IFSC Code: JAKA0APEXBR

Amount: INR 5000/-

Earnest Money Deposit will not carry any interest. The earnest money deposit of unsuccessful Bidders will be refunded while intimating the rejection of the bid.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Work Order” to be issued by JKBFSL.
- The bidder violates any of the provisions of the terms and conditions of this RFP specification.
- If the selected bidder fails to enter into the contract agreement with JKBFSL within 15 days/of issuing the work order.

9.4 Deadline for Submission of RFP:

- i. Bids must be received online and by the date and time mentioned in the “General Details about the RFP”.
- ii. Any Bid received after the deadline for submission of bids prescribed, for any reason whatsoever, will be rejected.

9.5 Payment Terms

Other Payment Terms

- 1) At all times JKBFSL would be paying only for the services utilized by JKBFSL.
- 2) The fees payable by JKBFSL to bidder shall be inclusive of all costs such as insurance, taxes (excluding GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and the JKBFSL shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable. The bidder will need to Provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. JKBFSL shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 15 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and

subsequent agreement.

- 3) Any objection/dispute to the amounts invoiced in the bill shall be raised by JKBFSL within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), JKBFSL will make payment within reasonable time after the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any pleas or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

All the payments will be made as per the milestones agreed with the successful bidder.

10. General Terms & Conditions

10.1 Indemnity & Limitation of Liability

Bidder agrees fully and effectually to indemnify, defend and hold harmless JKBFSL and its officers, directors, employees, representatives, agents, and assigns ("Indemnified") at its own expenses against the losses suffered or incurred by JKBFSL as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations. In addition, the bidder hereby also agrees to indemnify and hold harmless JKBFSL against the losses claimed, made or incurred against JKBFSL arising out of or in connection with the performance or discharge of bidder's obligations and duties or in respect of any losses sustained or suffered by any third party, otherwise than by JKBFSL's gross negligence or willful misconduct. Bidder understands, acknowledges and agrees that this provision is the essence of the contract and, consequently, the bidder desires to provide JKBFSL (being indemnified) with specific contractual assurance of each Indemnifier's rights to full indemnification against any proceedings.

- a) Service Provider (the "Indemnifying Party") undertakes to indemnify, hold harmless the JKBFSL (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or

damages that may be finally awarded against Indemnified Party.

c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- (i) Indemnified Party's misuse or modification of the Service;
- (ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- (iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by indemnified Party or any third party contracted to it, is or likely to be held to be infringing. Indemnifying Party shall at its expense and option either

- (i) Procure the right for Indemnified Party to continue using it
- (ii) Replace it with a non-infringing equivalent
- (iii) Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

d) The indemnities shall be subject to the following conditions:

- (i) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- (ii) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- (iii) If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) All settlements of claims subject to indemnification under this Clause will:

- (vi) Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - (vii) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - (viii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - (ix) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - (x) If a Party makes a claim under the indemnity set out under Clause 10.1(a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- e. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.
- f. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set forth in Clause 10.1(a) even if it has been advised of their possible existence. Neither Party shall be liable for any indirect damages (including, without limitation, loss of revenue, profits, and business) under this agreement and the aggregate liability of Vendor, under this agreement shall not exceed more than the total contract value.
- g. The allocations of liability represent the agreed and bargained or understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

10.2 Change of Control

- a) In the event of a change of control of the Service Provider during the Term, the Service Provider shall promptly notify JKBFSL and/or its nominated agencies of the same.
- b) In the event that the net worth of the surviving entity is less than that of Service Provider prior to the change of control, the JKBFSL or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing resources or contract, if applicable, provided by the Service Provider.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Service Provider shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

10.3 Non-disclosure

All JKBFSL's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of bidder and /or its employees during the course of discharging their obligations shall be treated as absolutely confidential and bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of JKBFSL nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations. The bidder shall indemnify and keep JKBFSL indemnified safe and harmless, at all times, against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by bidder and/or its employees and shall immediately reimburse and pay to JKBFSL on demand all damages, loss, cost, expenses or any charges that JKBFSL may sustain suffer, incur or pay in connection therewith.

The JKBFSL shall also maintain the confidentiality of information/documents shared by the bidder at the time of bid submission and during the project execution in the same manner in which the bidder will maintain the confidentiality of JKBFSL's documents/information. It is clarified that "Confidential Information" means any and all information that is or has been received by the bidder (Receiving Party) from JKBFSL (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives.

In maintaining confidentiality, the Receiving Party on receiving the

confidential information and material agrees and warrants that it shall take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure. Also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.

The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a certificate signed by the authorized person confirming that to best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.

The restrictions mentioned hereinabove shall not apply to:

- (a) any information that is publicly available at the time of its disclosure or become publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document), or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- (b) any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- (c) the confidential information & material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the

proposed agreement between JKBFSL and the bidder.

10.4 Publicity

Either party, either by itself or through its group companies or associates, shall not use the name and/or trademark/logo of the other party, in any sales or marketing publication or advertisement, or in any other manner, without the prior consent of the other party, which consent shall not be unreasonably withheld.

10.5 Amendments

Any provision of the RFP may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the party against whom the waiver is to be effective.

10.6 Assignment

Either party shall not assign, in whole or in part, the benefits or obligations of contract to any other person without the prior written consent of the other party, such consent not to be unreasonably withheld.

10.7 Applicable law and jurisdictions of court

The Contract with the selected bidder shall be governed in accordance with the laws of UT of J&K read with laws of India so far as they are applicable to the UT of J&K for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Srinagar.

10.8 Resolution of Disputes and Arbitration clause

JKBFSL and the bidder will make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated officers of JKBFSL for proposed solution and designated representative of the bidder.

If the designated officer of JKBFSL for the solution and representative of bidder are unable to resolve the dispute within reasonable period as deemed fit by the JKBFSL, they shall immediately escalate the dispute to the senior authorized personnel designated by JKBFSL and the bidder respectively.

If even after elapse of reasonable period as deemed fit by JKBFSL, after the commencement of such negotiations, both the parties are unable to resolve contractual dispute amicably, JKBFSL can refer the dispute or disagreement to formal arbitration by appointing sole arbitrator under the provisions of Arbitration & Conciliation Act, 1996. The arbitration will be in English. The award of the arbitrator shall be final and binding. The venue for such arbitration shall be Srinagar.

10.9 Survival

Any provision of the Contract/Agreement which, either expressly or by implication, survives the termination or expiration of the Contract/Agreement, shall be complied with by the parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract/Agreement is valid and in force and effect. The provisions of the clauses of the Contract/Agreement in relation to documents, data, processes, property, intellectual property rights, indemnity, publicity and confidentiality and ownership shall survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless JKBFSL notifies the bidder of its release from those obligations.

10.10 No Set-Off, Counter-Claim and Cross Claims

In case the bidder has any other business relationship(s) with JKBFSL, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the bidder for any payments receivable under and in accordance with that business.

10.11 Corrupt and Fraudulent practice.

- a. It is required that the SI/OEM/Vendor observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- b. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- c. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of JKBFSL and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive JKBFSL of the benefits of free and open competition.
- d. JKBFSL reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e. JKBFSL reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

10.12 Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the bidder directly employing their employees and there shall not be any further sub- contracting. All the resources deployed by the bidder should be on the bidder’s payroll.

10.13 Taxes and Duties

- i. The bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of equipment at site including incidental services and commissioning.
- ii. Income/Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, JKBFSL shall effect such deductions from the payment due to the bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by JKBFSL as per the laws and regulations in force. Nothing in the contract shall relieve the bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the bidder in respect of this contract.
- iv. JKBFSL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the bidder at the rates in force, from the amount due to the bidder and pay to the concerned tax authority directly.

10.14 Disclaimer

The information contained in this RFP document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the JKBFSL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and Conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by JKBFSL to the EOI Participants for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of JKBFSL with respect to the solution requested, this RFP does not claim to include all the information that each participant may require. Each Participant should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. JKBFSL 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. JKBFSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Subject to any law to the contrary and to the maximum extent permitted by law, JKBFSL and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage.

11. General Clauses.

The Bidder shall by responding to JKBFSL with a Bid/Proposal be deemed to have accepted the terms of this document and the disclaimer in totality without any condition whatsoever and accepts the selection and evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP. All costs and expenses incurred by interested bidders in any way associated with the development, preparation and submission of responses including but not limited to the attendance at meetings, discussions, demonstrations etc. and providing any additional information required by JKBFSL will be borne entirely and exclusively by the bidder.

The bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by JKBFSL without the written consent of JKBFSL. JKBFSL reserves the right to reject any/ all bids or quash the entire process at any point of time without assigning any reason whatsoever.

The bidders can take advantage of any government order which applies to any tendering process and whereby there is any relaxation that is in conflict with the terms and conditions mentioned in this RFP, if and only if, any such government order/notification comes into force before the last date of submission of bids. Further in case of any such orders that may affect/contradict with the terms and conditions of this RFP, the bidders need to seek clarification through JKBFSL before the last date of submission of bids.

12. Annexure I

Covering Letter (to be printed on the letter head of vendor)

To
Head HRD Division,
Corporate Headquarters JKB Financial Services Limited
Main Road, Jawahar Nagar, Srinagar J&K-190008

Sub: RFP no. JKBFSL /2025-26/02 for selection of Group Health Insurance provider in JKB Financial Services.

Dear Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide group health insurance as mentioned in RFP document in conformity with the said tender documents in accordance with the commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFP floated by the JKBFSL is a confidential document and we shall not disclose, reproduce, transmit or make it available to any other person.

We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP including the conditions proposed to be followed by us.

Until a formal contract is prepared and executed, this tender offer, together with the JKBFSL's written acceptance thereof and the JKBFSL's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred/black-listed by any regulatory / statutory authority in India.

We understand that the JKBFSL is not bound to accept the lowest or any offer JKBFSL may receive.

This bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We certify that we have provided all the information requested by JKBFSL in the format requested for. We also understand that the JKBFSL has the exclusive right to reject this offer in case JKBFSL is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to the best of our knowledge and JKBFSL reserves the right to reject the offer if anything is found incorrect

Place:

Date: Seal and signature of the bidder

13. Annexure II

DETAILS/CONFIRMATION ELIGIBILITY OF GROUP HEALTH INSURANCE PROVIDER (BIDDER)

S. No.	Eligibility Criteria	Documents to be submitted as proof
1	The Bidder should be a registered corporate / firm/ LLP under Indian Laws.	Partnership firm <ul style="list-style-type: none"> • Certified copy of Partnership Deed. Limited Company • Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.
2	The Bidder should have at least 3 running contract with any entity providing Group Health Insurance.	a. Copy of Engagement Letters/Purchase order/Offer Letter/Agreement Copy duly signed by Authorized Signatory of the Company. b. Letter of Satisfaction from at least one client availing services of the Bidder.
3	The Bidder should have necessary registrations with Labor Department for compliance of all statutory/Govt. requirements applicable.	A copy of IRDAI license as proof duly signed by Authorized Signatory.
4	Bidder must have valid PAN number.	Copy of PAN card duly signed by Authorized Signatory
5	Bidder must have valid GST registration	Copy of the GST registration certificate duly attested by Authorized Signatory
6	The bidder company should not currently be or have been blacklisted by any Government Department/PSU/or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance	Self-declaration on bidder's letter head signed by the Authorized Signatory of Company
7	Minimum 5 years' experience required in Similar Services	Supporting Documentary evidence as per the satisfaction of the Company. Financials of last three years includes Balance sheet & Profit & Loss Account signed by Chartered Accountant

- 1 We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that JKBFSL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if JKBFSL observes any misrepresentation of facts on any matter at any stage, JKBFSL has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the JKBFSL will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the bidder

14. Annexure IV

BID UNDERTAKING LETTER

To
Head HRD Division,
Corporate Headquarters
JKB Financial Services Limited Main Road,
Jawahar Nagar, Srinagar J&K-190008

Dear Sir,

Sub: RFP no. JKBFSL /2025-26/02 for selection of Group Health Insurance Provider in JKB Financial Services.

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

1. We have quoted for all items as requested by JKB Financial Services Limited in the RFP and stand committed to deliver to the highest standards and quality as required by JKB Financial Services Limited to meet the timelines of the project. Our bid submission is in line with the requirements of JKB Financial Services Limited as stated in the RFP.
2. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. We are completely aware of the service level requirements and timelines specified by JKB Financial Services Limited and are committed to adhering to the same. We have also clearly taken note of the service level requirements of JKB Financial Services Limited and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. We have clearly understood JKB Financial Services Limited requirements and wish to confirm that we abide by the terms and conditions of the RFP including the conditions applicable to reverse auction proposed to be followed by JKBFSL.
5. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to JKBFSL's discretion. We also confirm and understand that for all other errors which we have made in the bid, JKB Financial Services Limited for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to JKB Financial Services Limited discretion.
6. We confirm that we will provide the best of our resources/services to JKB Financial Services Limited.
7. We confirm and understand that JKB Financial Services Limited has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to JKB Financial Services Limited We confirm that all the proposed solution components are compatible and interoperable with each

- other and the solution will meet the functional and technical requirements of JKB Financial Services Limited.
8. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
 9. We wish to confirm that we would be responsible and committed to ensure that the service levels as required by JKB Financial Services Limited are met and adhered.
 10. We will be the single point of contact/reference to JKB Financial Services Limited. JKB Financial Services Limited will enter into agreement with us only. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to JKB Financial Services Limited as per the RFP. If requested, we will share the copy of the back-to-back agreement with our consortium partner to JKB Financial Services Limited.
 11. We confirm that we have submitted a no deviation bid.

Place:

Date:

Seal and signature of the bidder

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

15. Annexure V

COMMERCIAL PRICE BID FORMAT

Sr. No	Description	Cost (INR)
1	Health Insurance Premium	
	Total	

Note:

Cost Evaluation criteria:

The lowest bidder shall be awarded the Tender.