

RFP for Engagement of Insurance Company by Pimpri Chinchwad Municipal Corporation

E-tenders are invited by Pimpri Chinchwad Municipal Corporation (PCMC), Pimpri from IRDA licensed General Insurance and Standalone Health Insurance companies operating in India for Group Health Insurance Policy for Officers / Employees and their family members and Retired Employees (Husband & Wife) and Group Personal Accident Insurance for Officers and Employees of Pimpri Chinchwad Municipal Corporation.

The "Request for Proposal" (RFP) for the project is available on Pimpri Chinchwad Municipal Corporation's website www.pcmcindia.gov.in and <https://mahatenders.gov.in> Interested bidders are requested to refer to the said RFP. Bids made strictly as per provisions of the RFP document should be uploaded/submitted online on <https://mahatenders.gov.in> portal by paying form fee and EMD latest by **3.00 pm on 01/07/2019**

Sign/-

Commissioner
Pimpri Chinchwad Municipal Corporation
Pimpri 411018

Advt No. – 317
No. Med/14/WS/678/2019
Date – 11/06/2019

Pimpri-Chinchwad Municipal Corporation (PCMC)

Tender Notice No. 02 / 2019-2020



Appointment of IRDA approved Insurance Company for providing Group Health Insurance Policy for Officers / Employees and their family members and Retired Employees (Husband & Wife) and Group Personal Accident Insurance for Officers and Employees of Pimpri Chinchwad Municipal Corporation.

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Disclaimer

The information contained in this RFP document or subsequently provided to Bidders, whether verbally or documentary or any other form by or on behalf of PCMC or any of their employees / advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by PCMC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by PCMC in relation to the Insurer. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PCMC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PCMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

PCMC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

PCMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

PCMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the insurance policy and PCMC reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

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1. INTRODUCTION:

Pimpri Chinchwad Municipal Corporation, the civic body for Pimpri –Chinchwad had been providing medical aid to the employees and their family members under Dhanwantari scheme which is a self-funded medical scheme.

Dhanwantari scheme was introduced in September 2015 The claim settlement was supposed to be done by the medical department of PCMC.

In last three years, a large number of people benefited from this scheme. Because of this, the medical department had to spend a lot of time in processing the settlements.

Pimpri Chinchwad Municipal Corporation has now decided to scrap the Dhanwantari scheme and take a health insurance policy from an insurance company. PCMC has also decided that in addition to the Health coverage an Accident Insurance may also be taken for employees only

Request for Proposal (RFP) is invited from **General Insurance Companies and standalone Health Insurance Companies (Licensed and Registered with IRDA) dealing with Health and Accident Insurance** for implementation of Medical reimbursement scheme for the Officers and Staff and their family members and Retired Officers and staff and their family and Accident Insurance for the Employees of Pimpri Chinchwad Municipal Corporation.

The Insurance Companies which are in agreement with Scheme and its clauses, only need to participate in the bidding and any disagreement in this regard may invite disqualification / rejection of bid at technical level. Hence all the companies are requested to go through the Scheme carefully and submit their agreement in specific format given in the bid.

Technical and Financial Bid documents can be downloaded from website www.pcmcindia.gov.in and <https://mahatenders.gov.in> **or can also be obtained in person from below mentioned address on any working day as per schedule given below between 11.00 A.M to 3.00 P.M.**

Dr Pawan Salvi
Additional Medical Officer of Health
Pimpri Chinchwad Municipal Corporation
Pimpri 411018

The technical and financial bids should be uploaded on the given website. A hard copy of the same should be submitted by bidder in separate envelopes duly super-scribed "Technical Bid" and "Financial Bid" and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed. "Group Health and Accident Insurance Policy for Officers / Employees and their family members and Retired Employees and family members of Pimpri Chinchwad Municipal Corporation.

The Technical bids will be evaluated by the Technical Bid by the Pimpri Chinchwad Municipal Corporation along with representatives of PCMC and KMD (Brokers). Financial bids of only the technically acceptable offers shall be opened before the successful bidders. Following schedule will be observed in this regard.

Task	Completion Date
Download of the complete RFP document	12.06.2019 from 11 am onwards
Pre-bid meeting	18.06.2019 11.30 am
Last date for submission of the bid	01.07.2019 3.00 pm
Evaluation of bids and declaration of successful bidders	04.07.2019
Announcement of L1 bidder	05.07.2019 3.30 pm
Meeting with L 1 bidder on selection of TPA	08.07.2019 11.30 am onwards
Meeting with L 1 bidder & selected TPA	09.07.2019 11.30 am onwards
Payment of premium by the Department	12.07.2019
Inception of Policy	00:00 hours on 15.07.2019

Complete RFP documents along with uploading on website should also be submitted in hard copy at the address mentioned below not later than 01/07/2019 3.00pm. Bids received later than the prescribed date and time will not be considered for evaluation

Commissioner
Medical Department (Dhanvantari Cell)
Pimpri Chinchwad Municipal Corporation
Pimpri 411018

Email – dhanvantari@pcmcindia.gov.in

All correspondence/communications on the scheme / RFP should be made at the above address only.

Notwithstanding anything contained in this document, PCMC reserves the right to accept or reject any Bid or annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

2. CORRUPT AND FRAUDULENT PRACTICES:

Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in the RFP, the Corporation shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in Selection Process. In such an event, the Corporation shall, without prejudice to it's any other rights or remedies, forfeit and appropriate the Proposal Security / Earnest Money Deposit as damages payable to Corporation for, inter alia, time. Cost and effort of the Corporation, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

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

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

3. ELIGIBILITY:

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

4. QUALIFICATION TO THE BID:

The bids may be submitted as per the technical criterion indicated in the RFP.

5. GENERAL CONSIDERATIONS:

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

6. DEFINITIONS

In this bid, following words and expressions shall, unless repugnant to context or meaning thereof, have meaning hereinafter respectively assigned to them.

- i. **"Corporation"** means Pimpri Chinchwad Municipal Corporation (PCMC)
- ii. **"Bidder"** means an Insurance company incorporated under Companies Act, 1956 and licensed by IRDA.
- iii. **"Broker"** means M/s K. M. Dastur Reinsurance Brokers Pvt. Ltd. (KMD) appointed by the Corporation.
- iv. **"RFP"** means Request for Proposal by Pimpri Chinchwad Municipal Corporation (PCMC) for Group Health Insurance for Officers / Employees and their family members and Retired Employees
- v. **"Insured"** means Pimpri Chinchwad Municipal Corporation (PCMC).
- vi. **"Insurer"** means Insurance Company.
- vii. **"TPA"** means Third Party Administrator.
- viii. **"Approved"** means approved by Pimpri Chinchwad Municipal Corporation (PCMC)
- ix. **"Applicable Laws"** means all laws, promulgated or brought into force and effect by GOI or GOM including regulations and rules made thereunder, and Judgments, decrees, injunctions, writs and orders of any court of record, as record, as may be in force and effect during the subsistence of this Agreement.
- x. **"Bid"** shall mean the documents in their entirety comprised in the bid submitted by the Insurer in response to the Request for Proposal in accordance with the provisions thereof
- xi. **"Competent Authority"** means Commissioner, Pimpri Chinchwad Municipal Corporation (PCMC)
- xii. **"Contract Period"** means the period starting from _____ to _____
- xiii. **EMD** means Earnest Money Deposit.
- xiv. **"LOA or Letter of Award"** means written confirmation of an award of an Insurance Contract by Pimpri Chinchwad Municipal Corporation (PCMC) to a successful bidder, stating the amount of award, award date, and when the Insurance Contract will be signed.
- xv. **"Successful Bidder"** means Insurance Company that has been shortlisted after qualifying for bid to issue the policy.
Unless excluded by or repugnant to the context.

7. COST OF PREPARATION OF PROPOSAL

- 7.1 The Insurer shall bear all costs associated with the preparation and submission of its Proposal and Pimpri Chinchwad Municipal Corporation (PCMC) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process. Pimpri Chinchwad Municipal Corporation (PCMC) is not bound to accept any proposal, and reserves the right to annul the

Selection Process at any time prior to award of Contract, without thereby incurring any liability to the Insurer.

8. DOCUMENTS COMPRISING THE PROPOSAL

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

9. ONLY ONE PROPOSAL

9.1 The Insurer shall submit only one Proposal.

10. PROPOSAL VALIDITY

10.1 The Insurer's Proposal must remain valid for at 120 days after the Proposal Submission Deadline. A Bid valid for a shorter period shall be rejected by the tendering Authority as non-responsive bid.

10.2 During this Period, Insurer shall maintain its original Proposal without any change.

10.3 Pimpri Chinchwad Municipal Corporation (PCMC) will make its best effort to complete the processing within the proposal's validity period. However under exceptional circumstances, prior to expiration of bid validity period, the tendering authority may request bidders to extend period of validity of their bids. EMD shall also be revalidated for a corresponding period. A Bidder may refuse the request in which case the Corporation shall not forfeit its EMD. A Bidder granting request shall not be required or permitted to modify its bid. The request and responses shall be made in writing.

10.4 Except as the Corporation may otherwise agree, no changes shall be made in team members / personnel. If, for any reason beyond control of Insurer, such as resignation, retirement, medical incapacity, death, etc. it becomes necessary to replace any of team members, the Insurer shall provide as a replacement a person of equivalent or better qualifications.

10.5 If the Corporation finds that any of the team members / personnel of the Insurer have committed serious misconduct or have been charged with having committed a criminal action or have reasonably caused to be dissatisfied with the performance of any of the team members / personnel, then the Insurer shall, at the Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualification and experience acceptable to the Corporation.

10.6 Sub-contracting or Joint Venture will not be permitted.

11. EARNEST MONEY DEPOSIT (EMD)

11.1 Every Bidder shall pay an interest free Earnest Money Deposit of Rs.25,00,000/- INR (Rupees Twenty Five Lakh only) as per MAHA E Tender. The bidder has to pay Rs. 5600/- INR (Rupees Five Thousand Six Hundred only) including GST online as a document fee / form fee.

11.2 Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 30 days after final acceptance of bid and award of contract. The EMD of the Successful Bidder shall be refunded one month (30 Days) after signing of Contract and commencement of Services under Contract.

11.3 Forfeiture of EMD: The EMD furnished by the Bidders may be forfeited in the following cases:
i. If Bidder withdraws or modifies his bid proposal after opening of bids.

- ii. If Bidder does not execute the agreement after placement of order within specified time.
 - iii. If Bidder violates any term and condition of this RFP.
- 11.4 No interest will be paid by the Corporation on the amount of EMD.
- 11.5 Notice will be given to the Selected Bidder with reasonable time before the EMD is forfeited.
- 11.6 Forfeiture of EMD shall be without prejudice to any other right of Corporation to claim any damages as admissible under the law as well as to take such action against the Selected Bidder such as severing future business relation or black listing, etc.

12 Performance Bank Guarantee: -

- 12.1 The successful bidder shall have to pay 5% Security Deposit for the faithful compliance of the contract in the form of Bank Guarantee valid up to the completion of the entire contract period.
- 12.2 The Guarantee shall be paid within 15 days from the Notification of Award
- 12.3 Performance Guarantee shall contain a claim period of six months from last date of validity of the policy. Selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of performance in any field related to insurance policy.
- 12.4 In case selected Bidder fails to submit performance guarantee within the time stipulated, the department at its discretion may cancel order placed on selected Bidder without giving any notice. Department shall invoke performance guarantee in case selected bidder fails to discharge their contractual obligations during the period or Department incurs any loss due to Bidder's negligence in carrying out terms & conditions of the policy as per agreed terms & conditions.

13. PREPARATION OF PROPOSALS – SPECIFIC CONSIDERATIONS

- 13.1 The Insurer shall prepare its Proposal as per the provisions of this RFP.

14. TECHNICAL PROPOSAL – FORMAT AND CONTENT

- 14.1 It is a must to meet all the technical criteria mentioned in the RFP
- 14.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 14.3 The Insurer is required to submit a Technical Proposal as indicated under item no 37, 38 & 39
- 14.4 The Insurer shall be responsible for meeting all tax liabilities arising out of the contract.
- 14.5 If there be any increase in the taxes (direct / indirect / local), levies, fees, etc. whatsoever, and other charges during tenure of the contract, financial burden of same shall be borne by the Corporation.

15. FINANCIAL PROPOSAL- FORMAT AND CONTENT

Financial bid shall contain only the premium that the Insurance Company shall charge and taxes as applicable as per the coverages given in the Section III of the RFP for all 3 Options. Format as per Annexure II.

16. SIGNATURE ON EACH PAGE:

- 16.1 The competent authority of the bidder must sign and put official seal on each page of the bid. If any page is unsigned, it may lead to rejection of the bid.

17. AMENDMENT TO TENDER DOCUMENT:

- 17.1 At any time after the issue of tender document and before opening of the tender, the tender inviting authority may make any changes, modifications or amendments to the tender document and shall send intimation of such changes to all those who have submitted the original tender documents and upload corrigendum for the information of those who have downloaded the tender document from the website.
- 17.2 In case any Bidder seeks clarification to the tender documents, the same shall be, submitted / discussed during the pre-bid meeting only. the tender inviting authority shall ensure that a reply is sent and copies of the replies to the clarifications sought shall be communicated to all those who have purchased the tender documents without identifying the source of the query and upload such clarification to the designated website for the information of those who have downloaded the tender documents from the website, without identifying the source of the query. No clarifications thereafter shall be entertained by the Corporation.
- 17.3 The amendments will be notified through corrigendum posted on the website www.pcmcindia.gov.in and <https://mahatenders.gov.in> . Such amendments will form part of the tender document. Bidders are advised to constantly watch for any corrigendum at the above mentioned web address.
- 17.4 The Tender Inviting Authority reserves the right to extend deadline for submission of tender for any reason, and the same shall be notified through corrigendum posted on the website www.pcmcindia.gov.in and <https://mahatenders.gov.in>

18. CONFIDENTIALITY:

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Insurer should not contact Corporation on any matter related to its Technical and / or Financial Proposal. Information related to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process until publication of the contract award information.
- 18.2 Any attempt by the Insurer or anyone on behalf of the Insurer to influence the Corporation improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 18.3 Notwithstanding the above provisions, from the time of the opening of the Proposals to the time of award of the contract, if an Insurer wishes to contact Pimpri Chinchwad Municipal Corporation (PCMC) on any matter related to the Selection Process, it should do so only in writing. The above mentioned queries shall be written to

Dr Pawan Salvi
Additional Medical Officer of Health
Pimpri Chinchwad Municipal Corporation
Pimpri 411018

19. BID PREPARATION

- 19.1 The Bidder shall be responsible for all costs associated with the preparation of its bid and its participation in the Selection Process. Pimpri Chinchwad Municipal Corporation (PCMC) shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the Selection Process.
- 19.2 Please note that the Pimpri Chinchwad Municipal Corporation (PCMC) reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

20. WITHDRAWAL OF BID

- 20.1 In case of withdrawal of Bid, the EMD shall be forfeited.

21. OPENING OF PROPOSALS

- 21.1 The Bid Evaluation Committee of the Pimpri Chinchwad Municipal Corporation (PCMC) along with the appointed brokers M/s. K. M. Dastur Reinsurance Brokers Pvt. Ltd. (KMD) shall conduct the opening of the Technical Proposals in presence of the authorized representatives of all the bidders who chose to attend. The opening date, time and venue are stated in the RFP.
- 21.2 At the opening of the Technical Bid, the following shall be read out: (i) the name of the Insurer, (ii) presence or absence of a duly sealed envelope with the Technical Bid, (iii) presence or absence of a duly sealed envelope with the financial bid and (iv) any other information as deemed appropriate or as indicated in the RFP.

22. EVALUATION OF PROPOSALS

- 22.1 The Insurer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. The Corporation will conduct the evaluation on the basis of the submitted Technical Bid. However, the Corporation may seek clarification on the information submitted by the Bidder, if required.
- 22.2 The bid will be evaluated by officials Pimpri Chinchwad Municipal Corporation (PCMC) and K. M. Dastur Reinsurance Brokers Pvt. Ltd.

23. ACCEPTANCE/ REJECTION OF TENDER

- 23.1 Pimpri Chinchwad Municipal Corporation (PCMC) does not bind itself to accept the tender.
- 23.2 Pimpri Chinchwad Municipal Corporation (PCMC) also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- 23.3 Pimpri Chinchwad Municipal Corporation (PCMC) also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s), the opinion/decision of Corporation regarding the same shall be final and conclusive.

24. EVALUATION OF TECHNICAL PROPOSALS

- 24.1 Evaluation Committee will evaluate the Technical Bid by applying the evaluation criteria in the RFP. Evaluation Committee shall consist of officials Pimpri Chinchwad Municipal Corporation (PCMC) and K. M. Dastur Reinsurance Brokers Pvt. Ltd. and shall be headed by the Commissioner of the Corporation.
- 24.2 A Bid shall be rejected at this stage if it does not meet each and every technical criterion. The bidder whose technical bid is found suitable as per RFP and who quotes the lowest premium in the Financial bid for proposed Group Medclaim and Group Personal Accident policy shall be declared as Successful bidder.
- 24.3 Pimpri Chinchwad Municipal Corporation (PCMC) also reserves the right to further negotiate the price with the L1 Bidder. Further, they also reserve the right to have more than one insurer as co-insurer provided the other bidders agree to participate in the risk at the price quoted by L1 Bidder

25. AWARD OF CONTRACT

- 25.1 Prior to the expiration of bid validity or any such extended validity period, the Pimpri Chinchwad Municipal Corporation (PCMC) will notify the successful bidder in writing that his offer has been accepted. The letter of acceptance shall be a part of agreement/contract.

26. PERIOD OF CONTRACT

- 26.1 Though the first policy would be issued for one year, the tenure of the contract with the Insurance Company would be for three policy years, subject to annual renewal based on the premium matrix as indicated in the RFP. This may be further renewed up to a maximum of two years thereafter, subject to satisfactory performance and mutually agreed premium. The renewal on yearly basis will be based on currency of IRDA licenses and the review of performance.
- 26.2 The Corporation shall have the right to cancel the agreement, if at any time during the period of the Scheme, the insurance company defaults in delivery of services or it is found that it has misrepresented any fact during the tender process to attain qualification or breaches any of the conditions of the contract of Agreement.

27. INTERPRETATION

- 27.1 Entire Agreement: The Contract will constitute the entire Agreement between the Pimpri Chinchwad Municipal Corporation (PCMC) and the Selected Bidder and will supersede all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 27.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 27.3 Severability: If any of the provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or condition of the Contract.

28. GOVERNING LAW

28.1 The Contract shall be governed by and interpreted in accordance with the laws of the Government of India and State of Maharashtra and under the jurisdiction of the Hon'ble Court at Pune.

29. FORCE MAJEURE

29.1 If the performance of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification.

29.2 Pimpri Chinchwad Municipal Corporation (PCMC) may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension, any of the reasons for the suspension still remain, Pimpri Chinchwad Municipal Corporation (PCMC) and the Insurer may either agree a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Insurer shall take steps as are necessary to bring the Services to an end in a cost effective, timely and orderly manner.

30. TERMINATION

30.1 Pimpri Chinchwad Municipal Corporation (PCMC) may, at its sole discretion and at any time terminate the Contract and inform the Insurer of Pimpri Chinchwad Municipal Corporation's (PCMC) decision by written instruction to that effect. In the event of the Contract being so terminated, the Insurer shall take such steps as are necessary to bring the Services to an end in a cost effective, timely and orderly manner.

30.2 Should Services or any portion thereof not be carried out to satisfaction of Pimpri Chinchwad Municipal Corporation (PCMC) or within the time or times specified in or under the Contract, Pimpri Chinchwad Municipal Corporation (PCMC) may, without prejudice to any other remedies, by notice in writing to Insurer, terminate Contract either in respect of Services which have not been carried out in accordance with Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract prior to the time of such termination. In such case, the Insurer shall not be entitled under the Contract to payment of any amount by way of compensation.

31. DISCLOSURE OF INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND OFFICIAL SECRETS ACT

31.1 The Insurer shall not during or after the termination of the Contract disclose to any third party any Confidential Information arising from the Contract except with the prior written permission from Pimpri Chinchwad Municipal Corporation (PCMC). For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, legal, administrative, business and technical matters of Pimpri Chinchwad Municipal Corporation including but not limited to information disclosed orally, or through documents, drawings, diagrams, models, programmes, computer data or any part or copy of such information. The

Insurer shall not sue any information in a way that would cause embarrassment to Pimpri Chinchwad Municipal Corporation.

- 31.2 All intellectual property rights in the reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of Pimpri Chinchwad Municipal Corporation (PCMC).

32. SUSPENSION

The Corporation may, by written notice of suspension to the Insurer, without any obligation (financial or otherwise) suspend all payments/insurance brokerage to the Insurer if the latter shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure and (ii) shall provide an opportunity to the Insurer to remedy such breach or failure within a period not exceeding 30 days after receipt by the Insurer of such notice of suspension.

33. CESSATION OF RIGHTS AND OBLIGATIONS

- 33.1 Upon termination of the Agreement or upon expiration of the Agreement, all rights and obligations of the parties shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality and (iii) the Insurer's obligation to permit inspection, copying and auditing of its accounts and records by Pimpri Chinchwad Municipal Corporation (PCMC).

34. DISPUTES RESOLUTION

- 34.1 The parties shall make their best efforts to settle amicably all disputes arising out of or in connection with Agreement or interpretation thereof. In the event a dispute, difference or claim arises in connection with the interpretation or implementation of Agreement, the aggrieved party shall issue a written notice setting out dispute / differences or claim to the other party and the parties shall first attempt to resolve such dispute through mutual consultation.
- 34.2 Any dispute between parties arising out of this RFP Document or relating thereto or arising therefrom that still might remain unresolved in spite of all efforts to settle the matter amicably shall be settled by a binding arbitration in Pune under the Arbitration and Conciliation Act, 1996. A panel of three arbitrators shall be appointed. One arbitrator representing the successful bidder, one arbitrator representing Pimpri Chinchwad Municipal Corporation (PCMC) and one heading the panel. Each party will pay its own costs.

35. DISQUALIFICATION

35.1 The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP
- During the bid process if the bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder has been banned /debarred by Central Government/ any other State Government or its Agencies or by any other Municipal Corporation or has been disqualified in participating the Government schemes as per IRDAI guidelines

36. OTHER CONDITIONS TO BE FULFILLED BY THE TENDERERS

36.1 The tenderers are also essentially required to fulfil the following conditions/ submit relevant documents along with their offers:

- a) Detail of works under execution along with copies of relevant documents.
- b) Should enclose the Power of Attorney given under Board Resolution in favor of person who has signed the tender documents.

36.2 In the absence of supporting documents, the offers shall be rejected.

37. DUTIES AND RESPONSIBILITY OF SUCCESSFUL BIDDER

37.1 Signing of agreement between Pimpri Chinchwad Municipal Corporation (PCMC) and the successful bidder in the specified format of Pimpri Chinchwad Municipal Corporation within 5 days from the issue of LOA

Section II

38. BIDDERS' ELIGIBILITY CRITERIA

38.1 The Bidders have to satisfy following Pre-qualification criteria to apply for engagement. Respondents satisfying following criteria only are eligible to submit Technical and Financial Bid.

- a) This invitation to respond to RFP is open only to reputed General Insurance & Standalone Health Insurance Companies that are incorporated or registered under and Indian Companies Act, 1956.
 - b) Bidder must be registered /Issued License by Insurance Regulatory and Development Authority of India (IRDAI) to operate in the Indian insurance market.
 - c) The Bidder should have been in existence in India for a period of at least 5 years as of 31.03.2018 and their license should not have been suspended or cancelled during this period.
 - d) The Bidder should have an annual net premium receipt of at least 1000 crores in FY 2017-18.
 - e) The solvency ratio of the Company should be more than 1.30 in FY 2017-18. Self-certificate to be submitted as per Annexure VII.
 - f) The Bidder should have a Settlement Ratio of Health Insurance and Personal Accident claims of at least 90% as on 31.03.2018. Self-Declaration to be Attached as per Annexure VIII
 - g) The Bidder should have issued at least 1 Group Health policies which covers a minimum of 50,000 lives and at least 1 Group Accident Policy which covers a minimum of 10000 lives in 2018-19 and should have an exclusive team under Health Insurance Department. Insurers having **Coinsurance** for the purpose of risk sharing shall not qualify under the scheme. Annexure VI
 - h) Bidder should submit declaration confirming that policy quoted is in accordance with their filed product with IRDA as per regulations. Annexure III
 - i) The Bidder should have an office in Pune for co-ordination.
 - j) Declaration that bid submitted is as single entity and not as part of any consortium As per Annexure V
- The proposal of the company which does not meet any of the above criteria will not be further evaluated.

39. DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BIDDERS' ELIGIBILITY

39.1 The Bidder shall submit the following documents duly certified by their Auditors in support of fulfilling the eligibility criteria as per Annexures I to Annexures VI

40. SUBMISSION OF THE PROPOSAL

- 40.1 Proposals need to be uploaded on website and also submitted to Pimpri Chinchwad Municipal Corporation (PCMC) in hard copy. Only detailed complete proposals in the form indicated, received prior to closing time and date of proposals as mentioned under 1 (Introduction) shall be taken as valid. Proposals received by any other mode shall be treated as defective, invalid and rejected
- 40.2 At any time prior to deadline for submission of proposal, Corporation may for any reason, modify RFP. The prospective respondents having received RFP shall be notified of amendments and such amendments shall be binding on them.
- 40.3 The Corporation reserves the right to accept any or reject any or all the proposals in whole or part without assigning any reasons.

- 40.4 The Corporation will select one (1) Insurance Company on the basis of the Combined Premium Quoted for both the Group Health and Accident Insurance Policy and the bidder quoting the lowest combined premium shall be treated as L1. The Selected Insurer shall be issued a LOA.
- 40.5 During pre-qualification and evaluation of Proposals, Corporation may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Department.
- 40.6 Respondents are not permitted to modify, substitute or withdraw Proposals after submission.
- 40.7 The proposal may be uploaded along with covering letter about proposal, along with the Information / documents indicated in Annexure and the declaration signed by authorized signatory with Seal of the Company. All pages are required to be signed.
- 40.8 No cost will be borne by Corporation towards preparation and submission of the proposals.

41. SELECTION OF TPA

- 41.1 Competent Authority will discuss appointment of TPA with selected bidder and TPA may be appointed with mutual consent.
- 41.2 TPA should agree to provide the services, by itself, in due compliance of the terms and conditions and in the manner more particularly set out in this Agreement.
- 41.3 Third Party Administrators will be appointed by the insurer

42. PRE BID MEETING

- 42.1 A Pre Bid Meeting will be conducted in the office of Corporation wherein all the bidders will be invited to discuss their queries regarding the RFP. Pimpri Chinchwad Municipal Corporation (PCMC) could be represented by a team of officials appointed by the competent authority and KMD. All queries will be addressed during the meeting and no subsequent query post the pre bid meeting will be entertained.

43. DECLARATION CERTIFICATE

- 43.1 Each Bidder must give following declaration duly signed by an officer of Regional Manager level or above: (Refer Annexure V)
- a. I / We do hereby declare that there is no case with Police / Court / IRDA / SEBI / Regulatory authorities against proprietor / firm / partner / employee.
 - b. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court.
 - c. We certify that neither our company nor any of the / Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.
 - d. We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

SECTION III

SALIENT FEATURES OF Proposed Group Health and Group Personal Accident Policy

A. GROUP HEALTH INSURANCE POLICY

1. NAME OF THE SCHEME:

The name of the proposed scheme is Group Health Insurance Policy for the Officers and employees and their Family Members and the Retired officers and employees and their Spouses for Pimpri Chinchwad Municipal Corporation

2. BENEFICIARIES:

The beneficiaries under this policy are officers and employees working permanently for Pimpri Chinchwad Municipal Corporation and their dependants and Retired Officer and employees and their spouse

3. TARGET GROUP:

1. Officer and employees on regular pay scale for permanent unit for Pimpri Chinchwad Municipal Corporation and their dependents
2. Officers and employees on leave or under suspension and their dependents.
3. Retired Officer/ And Employees and their spouse.

This scheme shall not include officers and employees who have been terminated from service. This scheme shall also not include the Retirees who are covered as dependents of their spouse/ or their wards (children) working with Corporation.

4. Family Definition

Family shall include the eligible member and the members of his or her family as defined below:

For Officer and Employees appointed for regular pay scale for permanent unit for Pimpri Chinchwad Municipal Corporation

- Legal spouse of the eligible person;
- Natural or adopted fully dependent unmarried son, daughter (Up to 25 years)
- Mentally / Physically disabled wholly dependent children
- Divorce Daughter, Widow Daughter of members depending fully on members
- Parents/ Parent in laws (Ladies Staff Member may select her Mother- In-Law, Father-In-Law or Mother, Father residing with her and depending fully on her and affidavit is required to be submitted regarding same.
- Grandfather, Grandmother of the member dependent fully on them.

For the Retired Officers and Employees (No age limit for the Retired Officers)

- Spouse

5. New Joinees

Any New Employee joining the Corporation shall be covered along with dependents under the policy from the date of joining by payment of Additional Premium on Pro-rata basis from the date of Joining till expiry of the policy.

Addition of Dependents shall be permitted only in the following cases provided the intimation for the same is received by the Corporation within one month of such incidence:

- I. Newly married spouse
- II. New Born Child
- III. Widowed Daughter (from the time that the employee informs the Corporation about the death of her spouse.
- IV. Divorced Daughter (from the time that the employee informs the Corporation of such Divorce)

6. ELIGIBILITY OF HOSPITALS FOR EMPANELMENT

A hospital means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- Has at least 20 inpatient beds/ Speciality Hospitals(Exclusive) may have lesser number of Beds
- Has qualified nursing staff under its employment round the clock;
- Has qualified medical practitioner (s) in charge round the clock;
- Has a fully equipped operation theatre of its own where surgical procedures are carried out
- Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

7. PAYMENT OF PREMIUM:

The premium shall. Be paid in advance before inception of the policy as per the premium quoted by the shortlisted insurer in the Financial Bid.

A sufficient Cash Deposit account shall be maintained with the insurance company to take care of the additions during the year. Any Addition and deletion of employees during the year shall be adjusted with the CD balance. Addition and Deletions shall be considered from the date of joining or the date of separation and will be declared by the Corporation once in a month.

8 INSURANCE COVERAGES

8.1 IN-PATIENT BENEFITS – The Insurer shall pay all expenses incurred in course of **inpatient medical treatment** availed of by the beneficiaries in Empanelled Hospitals/ Nursing Homes **(24 hours admission clause) within the country**, arising out of either illness/disease/injury and or sickness. **The expenses incurred for Inpatient Treatment** for which PCMC beneficiaries are admitted from the time of admission to discharge shall mean and include (but not limited to)

- a. Room / Boarding / Accommodation Charges including Patients diet and Nursing Charges,
- b. ICU/ICCU charges, including Monitoring Charges.

- c. Professional charges likes Doctors / Consultant visit charges Surgeon Charges, Injection charges, dressing charges, Anaesthetist charges, Procedural Charges
- d. Nursing Charges, Service Charges, IV Administration Charges, Nebulization Charges, RMO charges ,Anaesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliances, OT consumables, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, Defibrillator Ventilator, orthopaedic implants, Cochlear Implant, any other implant, Intra-Ocular Lenses, , infra cardiac valve replacements, vascular stents, any other valve replacement, laboratory/diagnostic tests, X-ray CT Scan, MRI
- e. Cost of Hospitalization expenses (excluding cost of organ) incurred on donor in respect of organ transplant

NOTE: In case of **organ transplant**, expenses incurred for Donor are also payable under the Scheme.

8.2 Room Rent:

Room rent cost Rs.800 for all hospitals

8.3 Surgeon, team of surgeons, Assistant surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees. : Expenses such as Surgeon Fees, Assistant Surgeon Charges, Anesthetist Charges, Medical Practitioner, Consultants, Specialists Fees shall be payable as a package.

8.4 Other Expenses : Nursing Charges , Service Charges, IV Administration Charges, Nebulization Charges, RMO charges ,Anesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliances, OT consumables, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, orthopedic implants, Cochlear Implant, any other implant, infra cardiac valve replacements, vascular stents, any other valve replacement, laboratory/diagnostic tests, X-ray CT Scan, MRI including Medicines and consumables are covered. The rate for the above implants etc. will be decided by PCMC.

Note: (As per the regulations of Pimpri Chinchwad Municipal Corporation if the member wants to opt for higher class of accommodation apart from the listed medical care, the expenses will be borne by the member)

8.5 Investigations: All tests conducted in the Network of Hospitals at pre negotiated rates. The amount payable for Investigations if it varies as per room will be proportionate to the room rent eligible and all incremental charges will be borne by the client

8.6 Medicines: Medicines and Consumables shall be payable on the basis of actual cost incurred subject to the overall Family Sum Insured limit.

8.7 Expenses on Outside Surgeon / Consultant: The charges will be restricted to the standard package rates of the Network of Hospitals

8.8 LIST OF EMPANELLED HOSPITALS

Medical Treatment shall be provided free of cost for officers and family members in Municipal / Government hospitals and dispensaries. The insured and his dependants can visit the Network hospitals which means hospitals which have agreed to provide cashless services.

Currently there is a list of 93 hospitals who are already on the Panel of PCMC and who have agreed to the PCMC approved rates. The Insurer must direct the TPA to empanel all the hospitals currently empanelled at the same approved rates. The TPA must add to this network with a wider

network of Hospitals. Hospitals below 20 beds shall not be considered unless they are single speciality day care centres.

- 8.9 Sum Insured:** The Officers and Employees and the Retired Officers and Employees shall be covered for a sum insured of Rs. 3, 00,000/- on a family floater basis.
- 8.10 Buffer Limit:** An overall Buffer of Rs. 10, 00, 00,000/- to be utilized in case the person exceeds the limit of Sum Insured. A family limit of Rs. 17 lakhs is allocated and can be utilized if the claim/s exceed the Sum Insured.
Buffer can be utilized only if sanctioned by the Corporation and cannot be utilized if expenses are incurred on account of admission to a higher class of accommodation.
Buffer can be sanctioned for any Ailment.
- 8.11 Hospitalization Cover:** The Policy shall cover all expenses incurred during Hospitalization subject to exclusions in the policy.
- 8.12 Cashless Treatment:** The TPA shall give Cashless services at the Empaneled Hospitals as per clause 8.8 above
- 8.13 Reimbursement of Claims:** Any insured visiting a non-government Private hospital other than those Empaneled by the TPA are entitled to a reimbursement of the expenses incurred by them, to the extent of the amount as per the TPA approved rates for network hospital.
- 8.14 Day Care Cover:** Hospitalization for less than 24 Hours is admissible under the policy in case of specific treatments attached as per Annexure B. This condition will also apply in case of stay in hospital of less than a day provided –
- i. The treatment is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and
 - ii. Which would have otherwise required hospitalization of more than a day
- 8.15 Pre-Post Hospitalization Charges :** Pre-hospitalization and Post hospitalization charges are to be covered upto 30 days and 60 days respectively
- 8.16 Limits for Diseases:** Certain Diseases / Ailments shall be paid as per TPA approved rate list.
- 8.17 Alternative Therapy :** Reimbursement of Expenses due to hospitalization under the recognized system of medicines , viz Ayurveda ,Unani, Sidha, Homeopathy , Naturopathy , if such treatment is taken in a clinic /hospital registered, by the central / state government restricted to 10% of the Sum Insured.
- 8.18 Ambulance Charges:** Ambulance charges are payable up to Rs. 1500/- per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised.
- 8.19 Pre-existing Diseases:** All Preexisting conditions are covered from Day 1
- 8.20 Waiting Periods:** 30 day waiting period and disease-wise waiting Periods are waived under the policy
- 8.21 Maternity:** Hospitalization expenses incurred for delivery admissible under the scheme. The cost of these expenses will be INR 25,000 for Normal & INR 40,000 for C-Section and will be paid as a package. The following shall also be covered under maternity.
- A) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).

- B) Expenses towards medical termination of pregnancy during the policy period.
- C) Complications on Maternity
- 8.22 Baby Day one Cover:** New born baby is covered from day one. All expenses incurred on the new born baby for the ailments requiring hospitalization will be covered in the family sum insured. Well baby care to be included in the Maternity Limit as defined
- 8.23 Congenital Anomalies:** Expenses for Treatment of Congenital Internal / External diseases, defects anomalies are covered under the policy.
- 8.24 Genetic Disorders:** The cost of expenses for Genetic Disorders are covered as per the rates agreed with the TPA Network hospital even in the case of Reimbursement of claims
- 8.25 Advanced Medical Treatments /Other Medical Treatments:** Any Advanced Medical treatments such as treatments for Age Related Macular Degeneration treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. Adjuvant Therapy in case of Cancer are covered under the scheme. Treatment for all neurological/ macular degenerative disorders shall be covered under the scheme. As per the rates negotiated by the TPA's with the Preferred Network of Hospitals. In case of Reimbursement, the same rate shall be payable.
- 8.26 Laser Surgeries:** Not covered for Correction of Eye sight.
- 8.27 Ambulatory devices and other Appliances:** All Ambulatory and other Devices likes cost of Nebulizer, Thermometer, alpha water bed and similar related items etc., will not be covered under the scheme.
- 8.28 Other Expenses:** Cost of consumables like IV sets, needles, syringes, material used for dressing shall be payable on as part of the package.
- 8.29 Sterilization:** Expenses for Sterilization / Family Planning are covered under the policy.
- 8.30 Out Patient Benefit:** Chronic illnesses such as hypertension, diabetes mellitus, chronic renal failure, organ transplant etc. which would require long term or lifelong medication shall be eligible for reimbursement under OPD cover. The cover is available only for medications on the prescription of a doctor. The cover shall however be restricted to Rs. 10000 per year per family. The following critical illness wherein the costs are likely to exceed Rs. 10000/- additional amount may be paid from OPD Buffer upon approval from the Commissioner.
- a) Oral chemotherapy,
 - b) Blood dyscrasias,
 - c) organ transplant
- 8.31 Buffer for Out Patient Benefit:** A separate Buffer shall be kept for Rs. 1 crore for Out Patient Claims as listed above. These costs if they exceed Rs. 10,000/- shall be paid from the buffer upon approval of the Commissioner

9 EXCLUSIONS IN THE POLICY:

Any expenses whatsoever incurred by any Insured Person in connection with or in respect of the below mentioned clauses shall not be payable.

- 9.1 **War and War like Operations:** Injury / disease directly or indirectly caused by or arising from or attributable to War, invasion, Act of Foreign enemy, War like operations (whether war be declared or not).
- 9.2 **Nuclear weapons:** Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials.
- 9.3 **Spectacles / Contact Lens / hearing aid** are not covered in the policy.
- 9.4 **Dental / Orthodontic treatment** unless hospitalization is required for an ailment
- 9.5 **Psychiatric Diseases:** All psychiatric and Psychosomatic Diseases are covered on Hospitalization subject to a limit of Rs. 25000/-
- 9.6 **General Debility :** Admission to Hospital for General Debility , Weakness , General Weakness , Convalescence, rest cure are not covered in the Policy
- 9.7 **Infertility/Sterility :** Expenses incurred for Infertility / Sterility are not covered under the scheme
- 9.8 **Sexually Transmitted Diseases :** Expenses incurred for Treatment of Sexually Transmitted Diseases / Venereal Diseases are not covered under the policy
- 9.9 **Self-inflicted Injury :** Expenses incurred for treatment of Self-inflicted wounds /injury , Suicide or attempt to suicide are not covered
- 9.10 **Treatment for Alcohol related diseases:** Any Ailments / injuries due to accidents directly related to or attributable to use or abuse of intoxicating drugs /alcohol.
- 9.11 **Vitamins and Tonics:** Expenses on vitamins and tonics unless forming part of treatment for injury or diseases as certified by the attending physician.
- 9.12 **HIV / AIDS :** All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB - III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS are not covered
- 9.13 **Sexual Problems :** Any Expenses related to treatment of Sexual Problems are not covered
- 9.14 **Intelligence test / diet charges :** Intelligence Tests like brain mapping etc. are not covered in the policy Diet Charges are also not payable
- 9.15 **Obesity and its complications:** Treatment for obesity and its complications including morbid obesity are not covered. Bariatric Surgeries shall also not be covered under the policy.
- 9.16 **Treatments given by Dietician :** Treatment given by Dieticians are not covered in the policy
- 9.17 **Massage Treatment:** Any Massages, Steam bathing, Shirodhara / Jalanti and alike treatment under Ayurvedic treatments are not covered.
- 9.18 **Cosmetic Treatment / Surgeries :** Any Cosmetic Treatments / Surgeries such as Hair Bonding treatment , plastic surgery , etc. are not covered in the policy

9.19 Investigations not related to Treatment: Treatment or investigation not consistent with or incidental to the diagnosis.

9.20 Non-Medical Expenses: All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges Administration charges are not payable. Charges for diapers and sanitary pads are payable if necessary as part of the treatment. Charges for Hiring a nurse / attendant during hospitalization will not be payable.

9.21 Physiotherapy Charges: Physiotherapy charges shall be covered for the period specified by the Medical Practitioner even if taken at home post hospitalization within specified time frame cover of 60 days subject to limit of INR 120 per sitting.

10 OTHER CONDITIONS IN THE POLICY

- a. Intimation of Claim (In case of Reimbursement) : Every notice or communication regarding hospitalization or claim to be given or made under this Policy shall be communicated to the Help desk set up at PCMC within 30 days.
- b. Submission of Claim Documents: Claim documents for which reimbursement of claims is required should be submitted within a period of 90 days. Any late submission shall be condoned by the insurer upon receipt of reasonable reasons received from the member and authorized by PCMC.
- c. Geographic Limit : Pan India

11 CONTINUITY COVER

- a. The insurance company must agrees for continuity cover for 3 years based on the following matrix:

Claims Ratio	Discount/Loading Percentage(To be applied on the base premium)
Less than 60%	25% discount
61 -80%	10% discount
81-100%	5% discount
100-115%	No discount No loading
116-125%	10% loading
126-135%	15% loading
136-150%	25% loading
151-165%	40% loading
166-180%	55% loading
181-200%	70% loading
Above 200%	10% increase in loading over 70% for every 10% increase in claim over 200%

PCMC reserves the rights to extend the contract for 2 more years provided the services of the Insurer is found adequate.

12 ELIGIBLE HEALTH SERVICES PROVIDERS / TPA:

- TPA should have a valid license from IRDAI as on date of application
- Should have been in service for at least 5 years
- License should not have been suspended anytime/renewed with a break.
- Should have their office in Pune and a representative in Pimpri- Chinchwad region

B GROUP PERSONAL ACCIDENT INSURANCE POLICY

1. Name of the scheme:

The name of the proposed scheme is Group Personal Accident Insurance Policy for the Officers and employees of Pimpri- Chinchwad Municipal Corporation

2. Beneficiaries:

The beneficiaries under this policy are officers and employees working permanently for Pimpri Chinchwad Municipal Corporation.

3. Target group:

1. Officer and employees on regular pay scale for permanent unit for Pimpri Chinchwad Municipal Corporation
 2. Officers and employees on leave or under suspension
- This scheme shall not include officers and employees who have been terminated from service.

4. New Joinees:

Any New Employee joining the Corporation shall be covered under the policy from the date of joining by payment of Additional Premium on Pro-rata basis from the date of Joining till expiry of the policy.

5. Payment of premium:

The premium shall. Be paid in advance before inception of the policy as per the premium quoted by the shortlisted insurer in the Financial Bid.

A sufficient Cash Deposit account shall be maintained with the insurance company to take care of the additions during the year. Any Addition and deletion of employees during the year shall be adjusted with the CD balance. Addition and Deletions shall be considered from the date of joining or the date of separation and will be declared by the Corporation once in a month.

6. Sum Insured: INR 500,000/- flat per employee.

7. Coverages :

- 7.1 **Accidental Death Coverage** : Injury caused solely and directly due to an Accident that occurs during the Policy Period and that Injury solely and directly results in the death of the Insured Person within 365 days from the date of the Accident, 100% of the Sum Insured is payable.
- 7.2 **Permanent Total Disability** : If an Employee meets with an Accident, which leads to permanent impairment of the Employees mental or physical capabilities, then the company will pay the benefits as provided in the Table of Benefits below, depending upon the degree of disablement provided that:
 - a) The disablement occurs within 12 Calendar months from the date of the Accident.
 - b) The disablement is confirmed and claimed for, prior to the expiry of a period of 12 months since occurrence of the disablement.

Nature of Permanent Total Disablement	% of SI payable
Total and irrecoverable loss of sight in both eyes	100%
Loss by physical separation or total and permanent loss of use of both hands or both feet	100%
Loss by physical separation or total and permanent loss of use of one hand and one foot	100%
Total and irrecoverable loss of sight in one eye and loss of a Limb	100%
Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye	100%
Total and irrecoverable loss of hearing in both ears and loss of speech	100%
Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye	100%
Brain Damage including neurocognitive deficits, delusions (often, to be specific, monothematic delusions), speech or movement problems, and intellectual disability. There may also be personality changes. The most severe cases result in coma or even persistent vegetative state	100%
Permanent, total and absolute disablement (not falling under any one the above) which results in the Employee being unable to engage in any activities of any description whatsoever which results in Loss of Independent Living	100%

7.3 Permanent Partial Disability :

If an Insured Person suffers an Injury during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that Injury solely and directly results in the Permanent Partial Disablement of the Insured Person which is of the nature specified in below within 365 days from the date of the Accident, an amount specified below shall be paid maximum up to the Capital Sum Insured.

Nature of Permanent Partial Disablement	% of SI payable
i. Total and irrecoverable loss of sight in one eye	50%
ii. Loss of one hand or one foot	50%
iii. Loss of all toes - any one foot	10%
iv. Loss of toe great - any one foot	5%
v. Loss of toes other than great, if more than one toe lost, each	2%
vi. Total and irrecoverable loss of hearing in both ears	50%
vii. Total and irrecoverable loss of hearing in one ear	15%
viii. Total and irrecoverable loss of speech	50%
ix. Loss of four fingers and thumb of one hand	40%
x. Loss of four fingers	35%
xi. Loss of thumb- both phalanges	25%
xii. Loss of thumb- one phalanx	10%
xiii. Loss of index finger-three phalanges	10%
xiv. Loss of index finger-two phalanges	8%
xv. Loss of index finger-one phalanx	4%
xvi. Loss of middle/ring/little finger-three phalanges	6%
xvii. Loss of middle/ring/little finger-two phalanges	4%
xviii. Loss of middle/ring/little finger-one phalanx	2%

7.4 Temporary total Disability :

If the Insured Person suffers an Injury during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that Injury solely and directly results in the Temporary Total Disablement (as defined below) of the Insured Person within 365 days from the date of the Accident, We will pay in respect of the Insured Person an amount equal to **either 1% of the Capital Sum Insured or the fixed amount of Rs. 10000/- per week** for the duration of the Temporary Total Disablement provided that the insurer shall not be liable to make payment under this Benefit for more than a total of 100 weeks in respect of any one Injury calculated from the date of commencement of the Temporary Total Disablement, subject always to a maximum up to the Capital Sum Insured, provided that the Insured Person shall be absent from his occupation for at least 7 consecutive days (in which case benefit will be payable from day 1), post which if the Insured Person is disabled for a part of the week, then only a proportionate part of the weekly Benefit will be payable.

7.5 Medical Extension: Expenses towards hospitalization for medical necessary treatment of Accidental Injury shall be covered up to 10% of the Sum Insured or 40% of the admissible claimed amount or the actual claim amount whichever is less.

7.6 Funeral Expenses :

If the Accidental Death claim of the Employee has been accepted by the Insurer than a lump sum payment of an amount of Rs. 5000/- shall be made towards:

- a) expenses incurred for preparing the body of that Insured Person for burial or cremation and transportation to the address mentioned in the Policy Schedule;
- b) funeral/cremation expenses in respect of the Employee

The amount so paid shall be over and above the Capital Sum Insured.

7.7 Education Grant :

If a claim for Accidental Death or Permanent Total Disablement has been accepted in respect of an Employee, then in addition, an amount of Rs.10,000/- per dependent child shall be paid towards Education Grant provided the dependent child/ children are below the age of 25 years subject to a maximum of two dependent children.

7.8 Terrorism Cover :

Death / disability caused due to Terrorist Activity, including the use of arms, detonation of any form of explosive or nuclear devices, the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent, including the poisoning via the air or water supplies or food products and deliberate destruction of buildings and transportation should be payable under the policy.

8. Exclusions : The Policy shall not cover the following :

8.1 Self-Injury / Suicide : Any claim for death or Permanent Total Disablement of the Insured Person from (a) intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) self-endangerment unless in self-defense or to save life.

8.2 Event Occurring Prior to Commencement of Policy: Any claim relating to events occurring before the commencement of the cover or otherwise outside the Period of Insurance.

8.3 Pre-Existing Conditions: Any claim in respect of Pre-existing conditions.

8.4 Against Advise of Physician: Any claim if the insured acts against the advice of a physician.

- 8.5 Alcohol /Addiction:** Any claim arising out of Accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
- 8.6 Other Conditions:** Any claim arising out of mental disorder, suicide or attempted suicide self-inflicted injuries, or sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome), insanity and / or any mutant derivative or variations thereof howsoever caused.
- 8.7 War or War Like Conditions:** Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion ,assuming the proportions of or amounting to an uprising, military or usurped power.
- 8.8 Participation if Riots:** Participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
- 8.9 Nuclear Radiation /Nuclear Warfare:** Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
 - Nuclear weapons material
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - Nuclear, Chemical and Biological Terrorism.

C. OTHER CONDITION

1. PERIOD OF INSURANCE AND PERIOD OF CONTRACT:

PCMC intends to launch the scheme from_____. In case of any delay scheme shall be launched from a date agreed by the Pimpri Chinchwad Municipal Corporation and Insurer. The period of Insurance Contract will be for three years from effective date; subject to renewal of policy on yearly basis based on the below mentioned premium matrix .

2. AGREEMENTS:

- A MOU will be signed between Insured, Insurer, Broker & TPA clearly mentioning the role and responsibility of each of the parties who are part of this contract with clearly defined timelines.
- Draft MOU attached as per Annexure
- A separate Service Level Agreements (SLAs)/MOUs shall be signed by the Insurance Company with the TPA for implementation of scheme with proper mechanism for ensuring compliance established including penalty clauses.
- Insurer agrees that any liability arising due to any default or negligence by the Insurer or the TPA in providing or performance of Insurance Services shall be borne exclusively by Insurer who shall alone be responsible for defect and / or deficiencies in rendering such services.

3. TERM & TERMINATION OF AGREEMENT BETWEEN INSURER & DEPARTMENT

The Agreement shall take effect on date of signature hereof by both Parties, and shall remain in force till expiry period and the runoff period subject to a right to the Department to terminate the Agreement, on basis of review of performance of the INSURER before the

same period. Department will review performance of the INSURER based on factors including but not limited to:

- a) Compliance with guidelines specified in respect of enrolment & transaction.
- b) The facilities setup and arrangements made by Insurer toward servicing beneficiaries such as quality assurance, handling of grievances, availability of benefits and hassle free transactions etc. agreed to between stakeholders.
- c) Empanelment of Hospitals/ Nursing Homes/Day Care Clinics.
- d) Denial of services by Empanelled Hospitals/Nursing Homes.
- e) The quality of service provided.
- f) The beneficiaries' satisfaction reports received.
- g) Grievance Redressal.
- h) Any withholding of information as sought by Department at bidding and implementation stage of Scheme; and
- i) Such other factors as the Central Government deems fit.

4 TERMINATION OF AGREEMENT

a. Agreement may be terminated:

- i.** By the Department before the period mentioned above.
- ii.** By both parties by mutual consent provided it gives the other party at least 60 days prior written notice.

In case of termination as given above:

- a.** The Insurer will pay back to the Department within one week the unutilized amount of premium left plus service tax after settlement of claims for which the pre-authorization is given till date of termination.
- b.** If the insurer fails to do as per clause above, the insurer will pay the Department, the total package amount for all the cases for which preauthorization has been given, but claim not settled.
- c.** In addition to above the Insurer shall pay interest at the rate of 12% per annum on the amount refundable as determined by clauses (a) and (b) above for the period extending from the date of premium paid till the date of receipt of refund.
- d.** The Department reserves the right to re-allot the policy to any other insurer as it deems fit for the rest of the period in the event of termination and the Insurer shall not have any claims to it.

5 STANDARDIZATION OF FORMATS:

Insurance Company shall use standardized formats for cashless transactions, discharge summary, billing pattern and other reports in consultation with Department.

6 GRIEVANCE REDRESSAL MECHANISM

Grievance redressal mechanism to redress the grievance of beneficiaries/ health providers:

Insurer is required to provide in detail about the mechanism of grievance redressal in respect of grievances of beneficiaries/health providers.

7 DEMOGRAPHY

Age wise Demography										
Units	Relation	0-18	19-25	26-35	36-50	51-60	61-70	71-80	Above 81	Grand Total
Education Employee	self			170	541	315				1026
Education Employee Total				170	541	315				1026
Education Retiree	self	2			15	174	449	144	31	815
Education Retiree Total		2			15	174	449	144	31	815
PCMC Employee	Child	6898	3068	44	2					10012
	Grand Father		1				4	10	10	25
	Grand Mother	1				6	27	19	10	63
	Parents	3		7	639	1452	2285	1458	335	6179
	Parents in-law			1	24	127	236	184	56	628
	self	2	225	1208	3914	2374				7723
	Spouse	14	405	1572	3522	581	96	9		6199
PCMC Employee Total		6918	3699	2832	8101	4540	2648	1680	411	30829
PCMC Retired Employee	self			1	23	661	775	71	3	1534
	Spouse			4	371	672	206	21	2	1276
PCMC Retired Employee Total				5	394	1333	981	92	5	2810
Grand Total		6920	3699	3007	9051	6362	4078	1916	447	35480

8 LAST 3 YEAR'S CLAIM HISTORY

Sr. No.	Amount wise Classification	2015-2016		2016-2017		2017-2018		2018-2019	
		01/09/2015 to 31/03/2016						01/04/2018 to 30/09/2018	
		Bill No.	Bill Amount	Bill No.	Bill Amount	Bill No.	Bill Amount	Bill No.	Bill Amount
1	15 Lacs to 20 Lacs	1	18,56,282	0	0	0	0	1	16,45,152
2	10 Lacs to 15 Lacs	1	14,07,061	0	0	0	0	1	1,10,16,652
3	05 Lac to 10 Lac	8	46,14,616	13	84,70,155	13	85,62,219	6	40,20,400
4	01 Lac to 5 Lac	212	4,01,67,191	378	7,33,27,452	271	5,03,43,964	202	3,46,68,534
5	Up to 1Lac	2,745	6,66,47,683	5,162	12,64,65,879	2,968	8,16,91,636	1,588	4,58,32,375
	Total	2,967	11,46,92,833	5,553	20,82,63,486	3,252	14,05,97,819	1,798	9,71,83,113

8 Annexure I**Particulars of the Company (Details required under Eligibility Criteria)**

Sr. No.	Particulars	Responses	Documents to be Submitted
1.	Name of the Company		Copy of the Incorporation Certificate
2.	Registered Office Address Corporate Office Office in Pune		Certificate of Registration under Shops and Establishments Act
3.	No. of Years in Operation in India		Copy of license issued by IRDAI and valid as on date with the certification that it has not been cancelled / suspended any time in the last 5 years
3.	Proposal Compliance Letter		A letter signed by an authorized officer of the Insurer certifying proposal's complete compliance with RFP specifications except as specifically noted in the appropriate sections
4.	Executive Summary / Introduction		On company's letterhead signed by authorized signatory
5.	Net Premium in crores as per financial year 2017 – 2018		Copy of the Audited Balance Sheet
6.	Solvency Ratio IN FY 2017-18		Copy of the Audited Balance Sheet
7	Details of Group Health Insurance and Policies covering more than 50000 lives and Group Accident Insurance Covering more than 10000 lives in 2018-19		Copy of at least 1 policy each format as per Annexure VI

9 Annexure II

Financial Bid for Premium for the Group Health Insurance Policy for Officers and Employees and Retired Officers and Employees of Pimpri Chinchwad Municipal Corporation

Financial costs shall include administrative expenses, overheads, and service charges, including Health Card and other services, that the insurance company expects for rendering the services should be a part of the premium.

Bidder shall quote the Premium in total (As per lives data provided aforesaid)

Particulars	Premium	GST	Total Payable
Group Health Insurance for Officers / Employees of PCMC and their family members and Retired Employees of PCMC and their spouse			
Group Accident Insurance for Officers and Employees			
Total			

Signature of the Authorized Signatory with seal

Name: _____

Date: _____

10 Annexure III

Declaration That Policy & Premium Quoted Is In Accordance With Filed Product with IRDA

DECLARATION CERTIFICATE

I, _____ designated as _____
_____ at _____ of _____
_____ Insurance Company _____ do hereby confirm that
Policy & Premium quoted by us is in accordance with our filed Product with IRDA as per regulations.

Authorized Signatory

Date : _____

Name : _____

Place : _____

Designation : _____

11 ANNEXURE IV

UNDERTAKING

Declaration that bid submitted is as single entity and not as part of any consortium

I, _____ designated as _____
_____ at _____ of _____

_____ Insurance Company _____ hereby give an undertaking that the bid has been submitted as a single entity and has not formed any consortium with insurance Agencies for the Group Health and Accident Insurance for Officers / Employees and their family members and Retired Employees (Husband & Wife) of PCMC

Authorized Signatory

Date : _____

Name : _____

Place : _____

Designation : _____

12 ANNEXURE V

Declaration from insurer that it has not been banned /debarred by any State Government/Central Government or its Agencies or not disqualified in participating the Government schemes as per IRDAI guidelines

DECLARATION CERTIFICATE

- a. I / We do hereby declare that there is no case with Police / Court / IRDA / SEBI / Regulatory authorities against proprietor / firm / partner / employee.
- b. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / Municipal Corporation / IRDA / SEBI / Autonomous Body / Financial Institution / Court.
- c. We certify that neither our company nor any of the / Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.
- d. We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

Signature of the Authorised Signatory with Seal

13 ANEXURURE VI

Details of Group Health Insurance policies issued in 2017-18 covering a minimum of 50,000 lives and Accident Insurance Policy covering a Minimum of 10000 lives

Name of the Insurance Company:

.....

Group Health Insurance Policy

Sr. No.	Name of Insured	Address of Insured	Number of Lives	Total Premium (Rs in Lakhs)
1				

Group Personal Accident Insurance Policy

Sr. No.	Name of Insured	Address of Insured	Number of Lives	Total Premium (Rs in Lakhs)
1				

Authorized Signatory

Date : _____

Place : _____

14 ANNEXURE VII

Declaration that the solvency ratio of the Company should be more than 1.30 in FY 2017-18.

Declaration

I, _____ designated as _____

_____ On behalf of _____

Insurance Company hereby confirm that the solvency ratio of our company for the year 2017-18
is _____.

Authorized Signatory

Date : _____

Place : _____

15 ANNEXURE VIII

Declaration that the bidder should have a minimum Claim Settlement Ratio of 90% as on 31.03.2018.

UNDERTAKING

I, _____ designated as _____

_____ On behalf of _____

Insurance Company hereby confirm that we have a Settlement ratio for Health Insurance Claims of _____ and Settlement ratio for Personal Accident Insurance Claims of _____ as on 31/03/2018.

Authorized Signatory

Date : _____

Place : _____