

**REQUEST FOR PROPOSAL**

**for the**

**Group Mediclaim Policy for**

**Serving and Retired Employees & their families of**

**Research Councils under Ministry of AYUSH**

**CCRAS\***

**2020 -2021**

- 1) Central Council for Research in Ayurvedic Sciences (CCRAS)  
JLNBCAHA Bhavan, No.61-65, Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi – 110058
- 2) Central Council for Research in Yoga and Naturopathy (CCRYN)  
JLNBCAHA Bhavan, No.61-65, Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi - 110058
- 3) Central Council for Research in Unani Medicine (CCRUM)  
JLNBCAHA Bhavan, No.61-65, Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi – 110058
- 4) Central Council for Research in Siddha (CCRS)  
Siddha Central Research Institute, Arignar Anna Govt. Hospital Campus,  
Arumbakkam, Chennai – 600106, Tamil Nadu
- 5) Central Council for Research in Homeopathy (CCRH)  
JLNBCAHA Bhavan, No.61-65, Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi – 110058

**\* In this document, CCRAS means and covers all (05)five councils mentioned above and the terms & conditions mentioned in the document would be applicable to all.**

This document is the property of (CCRAS). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the CCRAS's written permission there for. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law

### **Disclaimer**

This Request for Proposal (RFP) is not an offer by CCRAS and other Councils i.e. CCRUM, CCRH, CCRS & CCRYN under Ministry of AYUSH, but an invitation to receive response from eligible interested bidders for Group Medclaim Policy for serving and retired employees of CCRAS. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by CCRAS with the eligible bidders. This document should be read in its entirety for bidding purpose.

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**RFP for Group Mediclaim Policy  
for Research Councils under Ministry of AYUSH**

Sealed Tenders are invited by CCRAS for Group Medical Insurance Policy to be offered to Employees and Pensioners including Family pensioner and their dependents who are working out of Delhi NCR and not covered under CGHS. CCRAS has authorized Marsh India to solicit proposals through a two stage bidding process (comprising of technical and financial bids) from IRDA licensed General Insurance Companies and Stand-alone Health Insurance Companies operating in India.

The “Request for Proposal” (RFP) for the project is available on website (<http://www.ccras.nic.in>) in Tenders Section and in <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to refer to the said RFP. Bids made strictly as per provisions of the RFP document should be submitted latest by **05 pm on Monday, 17<sup>th</sup> September 2020** at the address mentioned below:

The Director General  
Central Council for Research in Ayurvedic Sciences (CCRAS)  
JLNBCAHA Bhavan, No.61-65,  
Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi – 110058

The proposal must clearly indicate the name of the responding organization, as well as the name, address and telephone number of the primary contact at the organization for this proposal. The proposal must include the contact name of local service and account management team that CCRAS/Marsh India can call directly.

In case of difficulty in bid submission, following officer of CCRAS can be contacted:

<b>Contact Person at CCRAS</b>
Rakesh Kumar Asst. Director (Coordn.) 011-28525098 <a href="mailto:ado2-ccras@gov.in">ado2-ccras@gov.in</a>

Questions concerning the RFP or its attachments can be directed to representatives of MARSH INDIA as per the details given below:

<b>Contact Persons at Marsh India Insurance Brokers Pvt. Ltd.</b>	
Contact 1	Contact 2
Sangeeta Singh <a href="mailto:Sangeeta.singh@marsh.com">Sangeeta.singh@marsh.com</a>	Dr. Sanjay Sharma <a href="mailto:sanjay.sharmal@marsh.com">sanjay.sharmal@marsh.com</a>
Contact 3	Contact 4
Dr. Vidhi Grover <a href="mailto:Vidhi.grover@marsh.com">Vidhi.grover@marsh.com</a>	Harsh Kishore <a href="mailto:Harsh.kishore@marsh.com">Harsh.kishore@marsh.com</a>

  
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No questions concerning the RFP are to be directed to CCRAS and no answers will be provided over the phone. Please submit all questions in writing via email to Sangeeta.singh@marsh.com and with copy to Contact person 2, Contact person 3 and Contact person 4, Marsh India will send a written response via email within 48 working hours after taking consent from CCRAS wherever required.

CCRAS and Marsh India, assume no responsibility or liability for any costs the bidders / insurer may incur in responding to this RFP, including attending meetings, visits or negotiations.

### **Deviations from RFP Specifications**

It is intended that the specifications should be complied with in full. Responding organizations are not to quote any alternative Plan Designs. Please quote as per the requested financial terms only.

### **(A) General Information**

The objective is to ensure that this Group Mediciclaim Policy is managed at a high service level and in the most cost-effective manner. The insurer must have the flexibility necessary to respond to CCRAS's current and changing needs.

CCRAS's primary objective in conducting this RFP is to contract an insurer who:

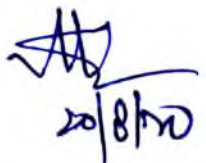
- Matches the desired plan design and contract provisions; and
- Demonstrates the ability to deliver high quality services at a competitive price.

This RFP provides the following information to enable the bidder to prepare and submit proposals for consideration by CCRAS:

- Broker on Record Letter (BORL) (Attach the mandate letter) Annexure I
- Proposed Plan Design (Annexure II)
- Demography data (Annexure III)
- Claims data – Due to non-availability of accurate information, the underwriters are requested to price the program on the basis of the information.

### **(B) Proposal Requirements**

All proposal responses will be opened in front of a Committee constituted for this purpose by CCRAS in the presence of Marsh India representatives and maximum of 2 (two) representatives of each bidding Insurance Company, if they choose to remain present. Below are the details of the conditions required to be fulfilled by all participating bidders prior to/ along with the proposal -



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(1) **Tender fees**

A complete set of bid documents may be purchased by the eligible bidders from (website) upon payment of a non-refundable fee of INR 1180/- (INR 1000+GST @18%) (Rupees One Thousand One Hundred and Eighty only), in the form of a Demand Draft in favor of Director General, CCRAS, payable at New Delhi. **The instrument must be submitted on or before submission of the Bid.** The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The payment for the bid documents will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.

(2) **Duration of contract-**

The duration of empanelment of proposed Insurer will be for a period of one year from the date of signing of agreement and is extendable further for a period of two years subject to satisfactory performance and mutual agreement on year to year basis. However, CCRAS reserves the right to cancel or extend the validity period of empanelment. The provision to extend policy for a period of three months by charging proportionate premium and increasing the Sum Insured proportionately maybe allowed under special condition / related conditions. The Cancellation should also be allowed before three months of expiry subject to pro-rata refund of premium.

(3) **Installment Facility** – 40 % of the premium will be paid by CCRAS at the inception of the policy and balance would be paid within 5 months of the plan year. The concurrence of all the councils will be required for finalizing the premium percentage to be paid by the councils. This is in compliance with CCRAS procurement process. No deviation would be allowed on this clause.

(4) **Bid Security**

The bidder shall furnish, as part of its Bid, a Bid security for an amount equivalent to Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a Demand Draft / Bank Guarantee in favor of Director General, CCRAS, payable at New Delhi. **The instrument must be enclosed with Technical Bid.** The BG should be valid for a period of six months from the date of submission of Bid Document, along with the Bid Documents

The selected Bidder's bid security will be discharged upon Bidder's furnishing the Performance Security in the form of Bank Guarantee for an amount equivalent to 5% of the Bid Value, valid for 15 months covering the contract period. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than 60 days after awarding the policy to successful bidder.

The Bid Security may be forfeited:

- a) If a Bidder withdraws its Bid during the period of Bid Validity; or

In case of a successful Bidder, if the Bidder fails:

- a) To accept purchase order, or  
b) To furnish Performance Security valid for 15 months within the stipulated time, or  
c) To supply the services within the stipulated period, or  
d) Fails to comply any terms of RFP or Purchase Order

  
20/8/20

The following sections include the information necessary for the bidder organization to respond to this RFP.

**(B.1) INDEX**


- Section 1 Executive Summary / Introduction
- Section 2 Proposal Compliance Letter  
A letter signed by an authorized officer of insurance company signifying the proposal's complete compliance with the RFP specifications except as specifically noted in the appropriate sections.
- Section 3 Technical Bid
- Section 4 Financial Bid  
Premium quotes should be inclusive of all charges as mentioned below excluding Goods & Services Tax
- TPA charges as applicable and/or any other servicing/ administrative charges
  - 7.5% Brokerage payable (As per IRDA guidelines)
- Section 5 Standard Definitions in GMC

**(C) Time Schedule:** Following activity calendar to be adhered to achieve timely completion of the tender process

**Time Schedule**

Task/ Activity	Completion Date
Request for proposal Release	21 <sup>th</sup> August, 2020
Intent to bid (via e-mail to Marsh India Insurance Broker's Pvt. Ltd.)	28 <sup>th</sup> August, 2020
Written questions regarding RFP to Marsh India Insurance Brokers Pvt. Ltd.	03 <sup>rd</sup> September, 2020
Query reply by Marsh after taking Council's consent	11 <sup>th</sup> September, 2020
Proposal Submission Due Date	17 <sup>th</sup> September, 2020; 5.00 pm
Date of Opening of Technical bid	18 <sup>th</sup> September, 2020; 2.00 pm
Place of Opening the Tender	2 <sup>nd</sup> Floor, CCRAS Committee Room
Plan Effective Date	01 <sup>st</sup> January, 2021 (Tentatively)

Those who qualify technically shall be intimated separately via e-mail and telephonically by Marsh and it will be posted in the CCRAS website i.e. [www.ccras.nic.in](http://www.ccras.nic.in) under Tenders.

  
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**Response Format**

- Consider **01<sup>st</sup> January 2021** as effective date for Policy placement and administration
- Provide premium quotes in the requested format as stated
- Answer all questions in following sections clearly and concisely and
- Proposal to be submitted in the form of sealed envelopes **on or before 5 pm on Monday, 17<sup>th</sup> September, 2020**

**Section - 1**

**INTRODUCTION & INSTRUCTIONS**

**(A) INTRODUCTION-**

CCRAS has its presence in various locations across the country and the retired employees are also located Pan-India.

The Bid submitted must ensure that the coverage would be provided on Pan Indian basis to the existing and retired employees of CCRAS.

**Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this proposal needs to be directed to Marsh India via e-mail to [sangeeta.singh@marsh.com](mailto:sangeeta.singh@marsh.com) with copy to [sanjay.sharma@marsh.com](mailto:sanjay.sharma@marsh.com) , [Vidhi.grover@marsh.com](mailto:Vidhi.grover@marsh.com), [Harsh.kishore@marsh.com](mailto:Harsh.kishore@marsh.com).**

**Section 2**

Proposal Compliance Letter Format

<<<< On the Letterhead of Insurance Company >>>>

Technical Bid

Proposal Compliance Declaration


To,  
Name  
Address

Sir/Madam,

We, \_\_\_\_\_ (name of Insurance Company), hereby confirm that our bid confirms to all the proposed terms, conditions of this RFP including but not limited to proposed covers, additional covers, limits of insurance, as mentioned in Annexure II and the evaluation criteria mentioned on Section 3. No mid-term cancellation will be done.

Yours truly,

Name:  
Designation:  
Name of Company:



**Section 3**  
**Technical Bid**

**Process to be Adopted for Evaluation of the Bids**

For the purpose of appointment of Insurer for Group Medical Insurance, a **two-stage** bidding process will be followed. The response to the present tender will be submitted in three parts, i.e., the Integrity Pact (IP), the Technical Bid and the Financial Bid. **The Bidder will have to submit the ‘Integrity Pact’, ‘Technical Bid’ and the ‘Financial Bid’ separately in three different envelopes, but within the stipulated date and time.** The terms and conditions of the Integrity Pact are as indicated in Annexure – 1. The “Technical Bid” will contain the exhaustive and comprehensive Technical details as indicated in Annexure 2, and “Financial Bid” will contain the Pricing information as indicated in Annexure 3. The Technical Bid shall NOT contain any pricing or financial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

In the first stage, only the Technical Bids will be opened of those bidders, which full fill the details as indicated in Annexure 1. The Technical Bids will be evaluated on the basis of Technical details and the points to be awarded as per following table:

**Evaluation criteria for Technical Bids**

Sr. No.	Criterion	Points	Total
<b>1</b>	<b>Number of Years since License given by IRDA as on 31.03.2019</b>		<b>10</b>
	1. Up to Three Years	2	
	2. More than three years and Up to Five Years	4	
	3. More than five years and Up to Seven Years	6	
	4. More than seven years and Up to ten years	8	
	5. More than ten years	10	
<b>2</b>	<b>Gross Total Premium underwritten within India (in Crores) FY 2017-18, 2018-19 and 2019-20</b>		<b>10</b>
	1. Up to Rs. 100 Crores	4	
	2. > Rs. 100 Crores - Rs.200 Crores	6	
	3. > Rs.200 Crores – Rs. 400 Crores	8	
	4. > Rs.400 Crores	10	
<b>3</b>	<b>Health Premium underwritten within India (INR. In Crores) FY 2017-18, 2018-19 and 2019-20</b>		<b>10</b>
	1. Up to Rs. 25 Crores	4	
	2. > Rs. 25 Crores - Rs.50 Crores	6	
	3. > Rs. 50 Crores – Rs.150 Crores	8	
	4. > Rs. 150 Crores	10	

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<b>4.</b>	<b>Number of Group Mediciclaim policies being serviced where Total Lives covered are 15,000 Lives in each policy during Financial Year 2018-2019, 2019-2020 and 2020-2021</b>		<b>10</b>
	1. One Policy	4	
	2. Two Policies	6	
	3. Three Policies	8	
	4. Four or more Policies	10	
<b>5.</b>	<b>Number of Group Mediciclaim Policies where the Premium paid is more than INR 20 Crores during Financial Year 2017-2018, 2018-2019 and 2019-2020</b>		<b>10</b>
	1. One Policy	4	
	2. Two Policies	6	
	3. Three Policies	8	
	4. Four or more Policies	10	
<b>6.</b>	<b>Group health Claim Disposal ratio for claims reported during Financial Year 2017-2018, 2018-2019 and 2019-2020</b>		<b>10</b>
	1. Less than 75 % of the claims settled in 0 -21 days	4	
	2. 75 % - 85 % of the claims settled in 0 - 21 days	6	
	3. 85 % – 95 % of the claims settled in 0 - 21 days	8	
	4. 95 % of the claims settled in 0 - 21 days	10	
<b>7.</b>	<b>No. of Government policies ( CPSU / SPSU / Statutory bodies) served as a lead insurer</b>		<b>10</b>
	1. Number of Policies served – 1	4	
	2. Number of policies served – 2	6	
	3. Number of policies served – 3	8	
	4. Number of policies served – 4	10	
<b>8.</b>	<b>Count of network hospital providers (directly / indirectly) on PAN India basis Financial Year April 2018 to March 2019 *</b>		<b>10</b>
	1. Less than 1000	4	
	2. 1001 – 3000	6	
	3. 3001 – 5000	8	
	4. >5000	10	
<b>9.</b>	<b>Number of Group Mediciclaim Policies ( CPSU / SPSU/ statutory bodies) where retired employees and dependents are covered during Financial Year April 2018 to March 2019 *</b>		<b>10</b>
	1. One Policy	4	
	2. Two Policies	6	
	3. Three Policies	8	
	4. Four or more Policies	10	

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**\* For Point Number 4, 5 & 9 mentioned above, the following conditions will apply:**

- Policies where insurance company is a Co-Insurer will not be considered.
- **Micro Insurance/State Policies will not be considered.** Only Corporate Group Medical Insurance policies will be considered for the Technical Bid.
- Company that does not have any policy of the required size will not get any points.

The below documentation is required for scoring on the above pointers on technical bid -  
For points 1 to 5 -

Sr. No.	Parameters	Points / Response	Documents required
1	Number of Years Since License given by IRDA as on 31.03.2019 (Years and months)		Copy of valid license issued by IRDA while granting the license and confirmation that the entity can do business.
2	Gross Total Premium underwritten within India (INR in Crores) as on 31.03.2019		Auditor's Certified Copy [External/Internal Auditor/Legal and Compliance]
3	Group Health Premium underwritten within India (INR in Crores) as on 31.03.2019		Auditor's Certified Copy [External/Internal Auditor /Legal and Compliance]
4	Number of Group Medical Insurance Policies being serviced where Total Lives covered are 15,000 Lives in each Policy for the Financial Year 2018-19 \$ *		Auditor's Certified Copy [External/Internal Auditor/Legal and Compliance]
5	Number of Group Medical Insurance Policies where the Premium is more than INR 20 Crores for the Financial Year 2018-19 # *		Auditor's Certified Copy [External/Internal Auditor/Legal and Compliance]

**\$ Point No 3 – Required Details**

Details in respect of each such policy to be provided as under:

Name of the Company & Contact Person (s)	No. of Lives Covered	Premium Per Life Covered	Total Yearly Premium (INR) (Exclusive of Tax)
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**#Point No 4 – Required Details**

Details in respect of each such policy to be provided as under:

Name of the Company & Contact Person (s)	No. of Lives Covered	Premium Per Life Covered	Total Yearly Premium (INR) (Exclusive of Tax)
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**#Point No 5 – Required Details**

Details in respect of each such policy to be provided as under:

<b>Name of the Company &amp; Contact Person (s)</b>	<b>Claim settlement ratio during Financial Year April 2018 to March 2019 *</b>
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**#Point No 6 – Required Details**

Details in respect of each such policy to be provided as under:

<b>Name of the Company &amp; Contact Person (s)</b>	<b>Claim settlement TAT during Financial Year April 2018 to March 2019 *</b>
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**#Point No 7 – Required Details**

Details in respect of each such policy to be provided as under:

<b>Name of the Company &amp; Contact Person (s)</b>	<b>Claim settlement TAT during Financial Year April 2018 to March 2019 *</b>
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**#Point No 8 – Required Details**

Details in respect of each such policy to be provided as under:

<b>Name of the Company &amp; Contact Person (s)</b>	<b>Count of network providers in Financial Year April 2018 to March 2019 *</b>
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**#Point No 9 – Required Details**

Details in respect of each such policy to be provided as under:

<b>Name of the Company &amp; Contact Person (s)</b>	<b>No. of Lives Covered</b>	<b>Premium Per Life Covered</b>	<b>Total Yearly Premium (INR) (Exclusive of Tax)</b>
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**The Bidders must participate with a clear agreement to work with an external Third Party Administrator (TPA)/ independent TPA**



**TPA Evaluation process**

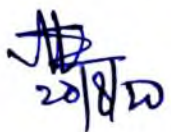
- The winning bidder must propose 3-4 names of the TPAs. The proposal should be based on the service strength demonstrated through
  - No of years in the Industry
  - No. of lives being serviced in FY 2019-2020
  - Service Model- Centralized v/s Decentralized approach
  - Geographical presence and resource deployment capabilities
  - Network hospital strength
- The proposed TPAs would be evaluated jointly by CCRAS, Insurer and Marsh India
- Final selection of the TPA will occur after consultation with the CCRAS, Marsh India and the Insurer.

**The Participating Bidders must score minimum 50% in the technical Bid to qualify for submission of the Financial Bid**

**In the second stage, the Financial Bids of only those bidders, who have qualified through the above process on the basis of evaluation of their Technical Bids, will be opened. In case of eliminated bidders, the sealed Financial Bid will be retained as unopened.**

**(D) CCRAS reserves the right to:**

- Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
- Cancel the RFP / Tender/ policy at any stage, without assigning any reason whatsoever. In case of cancellation of the policy, the premium will be charged on pro-rata basis.
- Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver would be duly and publicly notified on CCRAS's website before the closure of the bid date.
- Extend the time for submission of all proposals and such an extension would be duly communicated by Marsh India to all the companies and also notified on CCRAS website
- Extension of the policy can be done by charging 3 months proportionate premium and proportionate SI.
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified time frame.
- Select the bidder even if a single bid is received as response.
- Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.
- The Participating Bidders must give a declaration that they are not blacklisted or debarred from any government or related scheme and they currently hold a valid IRDA license.

  
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**(E) Bid Submission**

1. Response Format:

Section -1 – **Integrity Pact to be submitted in separate envelope –**

Refer: **Annexure 1 (Attached)**

**\*Super scribe the envelope with the reference #CCRAS/GMP/2020-21/IP**

Section 2 – **Technical Bid** to be submitted in a **separate sealed envelope\*** as per the attached Format

Refer: **Annexure 2**

**\*Super scribe the envelope with the reference# CCRAS/GMP/2020-21/TB**

Section 3 – **Financial Bid** to be submitted in a **separate sealed envelope\*** in the attached Format

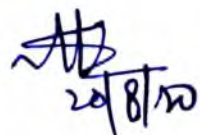
Refer: **Annexure 3**

**\*Super scribe the envelope with the reference# CCRAS/GMP/2020-21/FB**

The sealed covers containing the **Integrity Pact, Technical Bid and the Financial Bid** **should in turn be put in one single sealed outer envelope to be superscribed as:**

**'Integrity Pact, Technical and Financial Bids for Group Medclaim Policy - 2020-21'**.

2. The bid should be **signed by the bidder or any person duly authorized** to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. **All pages of the tender documents** except brochures, if any, are to be signed by the **authorized signatory (Regional Manager and above)**
3. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should authenticate / countersign such corrections.
4. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
5. No columns of the tender should be left blank. Bids with insufficient information and which do not strictly comply with the stipulations given above, are liable for rejection.
6. The bids will be opened in the presence of authorized representatives of the bidders who may wish to be present. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Technical / Financial bids. Only two representatives will be allowed to represent any bidder. In case the bidder's representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of CCRAS.

  
29/8/20



**RFP Terms and Conditions:**

Following additional terms and conditions shall apply to the evaluation process:

- (a) **Bidder warranties** - By submitting a Response, the Bidder represents and warrants to CCRAS, that, as at the date of submission:
- i. The Bidder has fully disclosed to CCRAS in its Responses, all information which could reasonably be regarded as affecting in any way CCRAS's evaluation of the Response;
  - ii. All information contained in the Bidder's Response is true, accurate and complete; and
  - iii. Not misleading in any way;
  - iv. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon CCRAS's reputation if the Response is successful;
  - v. The Bidder will immediately notify CCRAS of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or CCRAS reputation or render the Bidder unable to perform its obligations under the CCRAS agreement, if any or have a material adverse effect on the evaluation of the responses by CCRAS; and
  - vi. The Bidder has not and will not seek to influence any decisions of CCRAS during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.
- (b) **Confidentiality** - Bidder must keep confidential any information received from or about CCRAS as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing, prior to submissions, Responses are not confidential and may be used by CCRAS in whole or part. CCRAS however, will not disclose the information provided by a Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally, at any point of the evaluation and selection process, CCRAS may require the Bidder to execute a Non-Disclosure Agreement (NDA) if the Bidder has not executed an NDA with CCRAS previously.
- (c) **Disclaimer** - Whilst all reasonable care has been taken in compiling this Response document, the figures, documents and details are presented in good faith; and no warranty or guarantee (express or implied) is given by CCRAS as to the completeness or accuracy of the Response or any information provided in or in connection with it. To the maximum extent permitted by law:
- i. CCRAS, its officers, employees and agents will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation

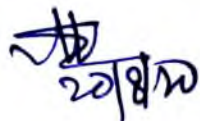
  
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- any liability arising from any fault or negligence on their part) arising from the evaluation process; and
- ii. each Bidder releases and indemnifies CCRAS from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.
- (d) This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific CCRAS requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. CCRAS reserves the right to make no selection and enter into no agreement as a result of this RFP. Only the execution of a written agreement between CCRAS and an insurance company will obligate CCRAS in accordance with the terms and conditions contained in such agreement.
  - (e) It should be understood that the insurer response to this RFP constitutes an offer to do business on the terms stated in the insurer's response and that, should a contract be awarded, CCRAS may, at its option, incorporate all or any part of the response to this RFP in the contract. CCRAS reserves the right to accept the offer without further discussions and without any additional opportunity to amend, supplement or revise the submitted offer.
  - (f) **CCRAS's right to verify** - CCRAS reserves the right to conduct a site survey or obtain other evidence of facilities, resources, and managerial, financial and Bidder performance abilities prior to announcing the successful Bidder or awarding an agreement under this evaluation process.
  - (g) **Financial documents** - CCRAS may request additional financial/ business information from the Bidder at its discretion.
  - (h) **Selection criteria** - The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. **Financial bids of those companies which do not meet the evaluation standard of 50% marks, will not be opened and processed further.**
  - (i) **Termination/or suspension of evaluation process** - CCRAS reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but CCRAS is not obliged to provide any reasons.
  - (j) **Capacity**– All the participating insurers must quote at 100% of their capacity. The same needs to be disclosed in writing.
  - (k) **Co-Insurance**- There cannot be any co-sharing arrangement among insurers without prior and written consent of CCRAS. All participating Insurers must confirm on this declaration.

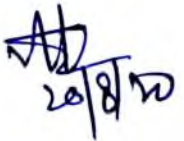
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- (l) **Other Rights** - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, CCRAS may at any stage of the evaluation process:
- i. Require additional information from a Bidder;
  - ii. Change the structure and timing of the evaluation process;
  - iii. Terminate further participation in the evaluation process by a Bidder;
  - iv. Negotiate with more than one Bidder;
  - v. Terminate negotiations being conducted with a Bidder;
  - vi. Vary or extend the timetable and evaluation process;
  - vii. Accept any non-complying Response; or
  - viii. Vary the terms and conditions of the evaluation process, the RFP or specifications or requirements at any time.
- (m) **Responsibility for Costs** - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing CCRAS with the response, the revised response or any additional information).
- (n) **Non-Reliance by Bidder** - Bidder, by submitting a Response, acknowledges that:
- i. It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by CCRAS/ MARSH INDIA in writing;
  - ii. It has made its own inquiries as to the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
  - iii. Information provided in its Responses are based on historical trends and does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- (o) **Right to vary** - CCRAS reserves the right to vary any aspect of this valuation process, RFP without liability to Bidder. Where CCRAS varies any aspect of this evaluation process or the agreement, CCRAS shall notify the Bidder of that variation.
- (p) **Incorporation of Responses into agreement** - The Successful Bidder, as concluded by CCRAS, shall sign an agreement with CCRAS. CCRAS may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder into the final agreement. CCRAS may require a successful Bidder to submit, before negotiation of the CCRAS agreement, details of issues which may affect their ability to act as a Bidder.
- (q) **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

  
22/8/20

(p) **Governing Laws & Dispute Resolution** - The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 as provided hereunder:

1. If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this RFP, the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the CCRAS shall send to the BIDDER within thirty days of the "Notice of Arbitration", a panel of three names of persons who shall be presently unconnected with CCRAS or the BIDDER.
2. The BIDDER shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to CCRAS within 15 days of receipt of the names. CCRAS shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the BIDDER fails to communicate such selection as provided above within the period specified, CCRAS shall make the selection and appoint the said person as the Sole Arbitrator.
3. If CCRAS fails to send to the BIDDER the panel of three names as aforesaid within the period specified, the BIDDER shall send to CCRAS a panel of three names of persons who shall be unconnected with either party. CCRAS shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Sole Arbitrator. If CCRAS fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the BIDDER accordingly, the BIDDER shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the CCRAS.
4. If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.
5. The Arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as in force time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference with the terms of reference and the award shall be a reasoned award.
6. The Court's in Delhi only shall have exclusive jurisdiction to deal with the matter(s) arising out of the above claims/dispute.
7. The evaluation process as communicated earlier shall continue without any changes.
8. In the event that the insurer elects not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to Marsh India Insurance Brokers Pvt. Ltd., that all copies have been returned to Marsh India Insurance Brokers Pvt. Ltd., or destroyed.

  
20/8/20

**Section 3 - Financial Bid for Policy**

**The Financial Bid submitted by the bidders must confirm to plan structure attached with this document**

Particulars	Amount (in Rupees)	
	Existing Employees	Retired Employees
Annual Premium before Tax *		
Annual Premium before tax per employee ** (existing employee)		--
Annual Premium before tax per employee** (retired employee)	--	
Add: Applicable GST (@18%)		
Total Premium including Tax		

\*Premium should be valid for a period of 15 months effective from the date of the policy and is inclusive of the following

\*\*Premium quote should be valid for 60 days post the date of opening of Technical & financial bid.

\*\*The existing and retired employee means the family of the employee as per the definition of CGHS / CSMA rules.

- TPA charges as applicable
- Brokerage of 7.5%( in accordance with IRDA guidelines)

Name, Designation and Signature of the Authorized Signatory

Office Seal





**Section - 5**

**Standard Definitions in GMP (Group Mediclaim Policy):**

- 1) **Quotes:** The term quotation or Quote means the quantitative assessment of the risk (and related financial elements) based on facts and figures provided to the underwriter.
- 2) **Terms:** The rules, regulations and the guidelines which defines the scope of the policy requested under this RFP
- 3) **TPA:** Third party Administrator (TPA) is an organization appointed by the Insurer to process the claims as per the policy terms and conditions.
- 4) **Endorsements:** It is an amendment or addition to any existing insurance contract which changes the terms or scope of the original policy. It may be used to add or delete the employees and/or their dependents
- 5) **ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 6) **ANY ONE ILLNESS** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- 7) **CANCELLATION:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days.
- 8) **CASHLESS FACILITY** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the service provider by the insurer to the extent pre-authorization approved.
- 9) **CONDITION PRECEDENT:** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 10) **CONGENITAL ANOMALY** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position
- 11.1 **CONGENITAL INTERNAL ANOMALY** means a Congenital Anomaly which is not in the visible and accessible parts of the body.
- 11.2 **CONGENITAL EXTERNAL ANOMALY** means a Congenital Anomaly which is in the visible and accessible parts of the body
- 12) **CONTRIBUTION:** Contribution is essentially the right of an insurer to call upon other insurers, liable to the insured (Insured should be the same member mentioned in all policies), to share the cost of an indemnity claim on a ratable proportion.
- 13) **DAY CARE TREATMENT:** Day care treatment refers to medical treatment, and/or Surgical Operation which are: - Undertaken under General or Local Anesthesia in a Hospital/Day Care Centre in less than 24 hours because of technological advancement, and which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 14) **DEDUCTIBLE:** A deductible is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

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**15) DENTAL TREATMENT:** Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

**16) DOMICILIARY HOSPITALISATION:** Domiciliary Hospitalization means medical treatment for an Illness/Injury which in the normal course would require care and treatment at a Hospital but is actually taken while confined at home under any of the following circumstances:

- i) The condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
- ii) The patient takes treatment at home on account of non-availability of room in a Hospital.


**17) FLOATER BENEFIT** means the Sum Insured as specified for a particular Insured and the members of his/her family as covered under the policy and is available for any or all the members of his/her family for one or more claims during the tenure of the policy.

**18) HOSPITAL:** A hospital means any institution established for Inpatient Care and Day Care treatment of Illness and / or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said act OR complies with all minimum criteria as under:

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 or at least 15 inpatient beds in all other places;
- 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.

The term 'Hospital' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

**19) HOSPITALISATION** means admission in a Hospital for a minimum period of 24 in patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours

  
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**Annexure - II**

**Group Mediclaim Policy for Serving and Retired Employees & their families of  
CCRAS, CCRUM, CCRH, CCRS & CCRYN under Ministry of AYUSH - Plan Design**

Type Of Cover	The program is applicable to- <ul style="list-style-type: none"> <li>• Existing employees and their dependents as per CGHS guidelines</li> <li>• Retired employees and their dependents as per CGHS guidelines</li> </ul>											
Family Definition	<ol style="list-style-type: none"> <li>1) Spouse</li> <li>2) Unmarried Children {(son till the age of 25 years or starts earning, daughter (irrespective of the age)}</li> <li>3) Parents (in case of female employee, option to cover her parents, cross combination not allowed</li> <li>4) Sisters, till the age she starts earning/ Widowed sisters</li> <li>5) Minor Brothers (except if permanently disable) and minor sisters</li> <li>6) Widowed daughters</li> <li>7) Step children wholly dependent upon the employee</li> </ol>											
Sum Assured Coverage's	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Pay drawn in pay band</th> <th style="width: 40%;">Sum Insured</th> </tr> </thead> <tbody> <tr> <td>Upto Rs 47,600 /-</td> <td>5 Lacs</td> </tr> <tr> <td>Rs.47,601 – 63100/-</td> <td>7.5 Lacs</td> </tr> <tr> <td>Rs. 63,101 &amp; above</td> <td>10 Lacs</td> </tr> </tbody> </table> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">OPD Limit</td> <td>INR 25, 000. The limit would be available as per these sublimits; 100% of Sum Insured for Consultations, Diagnostics, Dental &amp; Vision, Pharmacy</td> </tr> </table>		Pay drawn in pay band	Sum Insured	Upto Rs 47,600 /-	5 Lacs	Rs.47,601 – 63100/-	7.5 Lacs	Rs. 63,101 & above	10 Lacs	OPD Limit	INR 25, 000. The limit would be available as per these sublimits; 100% of Sum Insured for Consultations, Diagnostics, Dental & Vision, Pharmacy
Pay drawn in pay band	Sum Insured											
Upto Rs 47,600 /-	5 Lacs											
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Rs. 63,101 & above	10 Lacs											
OPD Limit	INR 25, 000. The limit would be available as per these sublimits; 100% of Sum Insured for Consultations, Diagnostics, Dental & Vision, Pharmacy											
Corporate Buffer	<p>For OPD – Rs.1 Crore. The utilization of Corporate Buffer under OPD is subject to discretion exercised by DG, CCRAS</p> <p>For IPD – 2 Crore for all the Councils, can be utilized as per sole discretion of CCRAS, capped to twice the Sum Insured of the family</p>											
Room Rent Eligibility	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Ward entitlement</th> <th style="width: 50%;">Pay drawn in pay band</th> </tr> </thead> <tbody> <tr> <td>General Ward</td> <td>Upto Rs 47,600 /-</td> </tr> <tr> <td>Semi Private Ward</td> <td>Rs.47,601 – 63100/-</td> </tr> <tr> <td>Private Ward</td> <td>Rs. 63,101 &amp; above</td> </tr> </tbody> </table> <p>ICU as per actuals</p>		Ward entitlement	Pay drawn in pay band	General Ward	Upto Rs 47,600 /-	Semi Private Ward	Rs.47,601 – 63100/-	Private Ward	Rs. 63,101 & above		
Ward entitlement	Pay drawn in pay band											
General Ward	Upto Rs 47,600 /-											
Semi Private Ward	Rs.47,601 – 63100/-											
Private Ward	Rs. 63,101 & above											

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<p>Maternity Coverage (For Serving Employees &amp; their families)</p>	<ol style="list-style-type: none"> <li>1) 9 month waiting period waived off</li> <li>2) Maternity expenses for first two children only</li> <li>3) Capped for INR 30,000 for normal and INR 50000 for C-section</li> <li>4) Immunization for children (up to 12 years)</li> <li>5) Well baby care (capped for INR 5000) within the maternity limit</li> <li>6) Pre-postnatal check-up to INR 5000, within the maternity limit</li> <li>7) In case of twin/ triplets/ quadruplets birth in second pregnancy, both twins or more will be covered.</li> <li>8) In case of life threatening situation in maternity, the case will not fall under the maternity limit.</li> </ol>
<p>Family planning coverage (For Serving Employees &amp; their families)</p>	<ol style="list-style-type: none"> <li>1) Provides free consultation and appropriate guidance</li> <li>2) Dispensary supplies conventional contraceptives FOC</li> <li>3) Insertion of Copper – T</li> <li>4) Provides terminal methods of sterilizations (vasectomy and tubectomy)</li> </ol>
<p>IVF Treatment (coverage for both male and female employees) (For Serving Employees &amp; their families)</p>	<p>It is covered subject to maximum of Rs 65,000 per cycle or actual cost, whichever is lower, for a maximum of 3 fresh cycles on the below mentioned conditions –</p> <ol style="list-style-type: none"> <li>a) The couple has no living issue and is a case of infertility.</li> <li>b) There is a clear evidence of failure of conventional method.</li> <li>c) The women should be between 21 and 39, married and living with her husband</li> </ol>
<p>Domiciliary Benefits</p>	<p>Home based care will be allowed for critically/ seriously ill patients and are unable to come to the clinic, which may be suffering from Orthopedic disorder, Neurological disorders (upto 6 weeks), Locomotor disabilities</p> <ol style="list-style-type: none"> <li>1) Physiotherapy – Rs 300/-</li> <li>2) Occupational therapy – Rs 300/-</li> <li>3) Speech Therapy (for patients of stroke/ head injury) – Rs 300/-</li> <li>4) Certified care giver – Maximum INR 300/ - INR 3000 per month for long-term requirements, whichever is less</li> <li>5) No reimbursement to be allowed for purchase/ hiring of therapy equipment / devices</li> </ol>
<p>Scope of Cover</p>	<ol style="list-style-type: none"> <li>1) The Policy should cover expenses of hospitalization (Room Charges, Doctors/surgeons fees, ICU/ICCU, Medicines, pathology reports, etc.) on a reimbursement/cashless basis, incurred as a result of illness and/or accidents as an inpatient in a hospital.</li> <li>2) Pre-existing diseases must be covered for all the members.</li> <li>3) No Waiting period will be applicable. No time deductible to be applicable</li> <li>4) The policy should cover dental treatment following an injury/accident.</li> <li>5) The policy should cover hospitalization expenses incurred in connection with accidents caused due to terrorism.</li> <li>6) Pre/Post Hospitalization to be covered <b>30 &amp; 60 days</b> respectively (can claim only in reimbursement)</li> <li>7) Donor Medical Expenses in case of transplants like kidney, liver etc. to be covered within the sum insured (Organ cost not covered under policy).</li> </ol>

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Post-hospitalization expenses (can claim only in reimbursement)	Post-hospitalization expenses are covered for six months in oncology, organ transplant, joint replacement, major neurological cases
Other Customized Features	<ol style="list-style-type: none"> <li>1. Individual ID cards for each member.</li> <li>2. Access to a 24 hours help line (TPA must set up special help line numbers for retired employees).</li> <li>3. No members will be out of the scheme till the buffer amount is available.</li> <li>4. There will be no cap/restriction on the number of medically justified hospital confinements per policy period.</li> </ol>
Health check –up	<ol style="list-style-type: none"> <li>1) Annual free health check-up</li> <li>2) Preventive health check-up capped for INR 800 for males and 900 for females <ol style="list-style-type: none"> <li>a) For all beneficiaries – HB, Blood sugar (Fasting &amp; PP), LFT, KFT, T3-T4-TSH, Lipid profile and ECG</li> <li>b) For female beneficiaries – Pap smear (besides above)</li> </ol> </li> </ol>
Reimbursement of Prosthesis	Upper and lower extremities, capped upto CGHS rates
Travelling Allowance	Medical treatment for patient, attendant or organ donor , if that may be the case
Bariatric Surgery (Weight loss management)	<ol style="list-style-type: none"> <li>(i) It shall be permitted in case of patients with morbid obesity</li> <li>(ii) Coverage will be granted for – <ol style="list-style-type: none"> <li>a) Laparoscopic Gastric Binding surgery</li> <li>b) Laparoscopic Sleeve Gastrectomy</li> <li>c) Laparoscopic Gastric Bypass (GBP)</li> <li>d) Other cases –as per the recommendation</li> </ol> </li> <li>(iii) It is limited to Rs 225000/- or actuals, whichever is lower (for semi-private ward)</li> </ol>
Ayush Coverage	25% of IPD Sum Insured can be utilized for Ayush Treatment. The treatment would be applicable in government recognized hospitals and centers.
Exit and re-entry clause	CCRAS will have members getting transferred from CGHS to non-CGHS areas and vice-versa. These members, along with their dependents would be exited from the program, as under a deletion process, OR, will be added to the program, as under an addition process. It is possible that the same member may get deleted and re-added to the program in a single policy year. The Insurer will have to consider it as a normal deletion and addition request.
Error and Omission clause	The Insurer will allow coverage for upto 500 families' w.e.f. their Date of Joining or from date of inception, whatever the case may be. These cases would be considered under E&O clause and hence pro-rata premium calculation (wherever applicable) would be allowed. This is done to ensure coverage to employees and dependents whose names are missed out in the data collection process but currently are part of the five councils
Top-up cover	In order to enhance the insurance coverage for any desirous employee with a provision to bear the additional premium charges by respective individual at the rate of INR 6000 per Lakh with minimal participation of 15% of population

For more extended coverage's, below link can be referred - <https://cghs.gov.in/>

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**Specific Coverages for Covid – 19 Treatment**

1. Buffer to be kept of INR One crore for Covid related issues which is not admissible in normal policy.

Test	Cost of COVID-19 Test to be payable as per Govt. approved rates irrespective of the outcome of the test as positive or negative
Protective gear	Reasonable and customary amount for PPE kits to be payable for all admissible hospitalizations and not limited only to COVID-19 treatment
Deductions	NME/ copay/ room related proportionate deduction and other policy deductions not applicable in COVID cases
Comorbidity management in COVID case	In case of COVID-19 hospitalization and related co morbidity treatments, policy sub limits such as ailment caps will not be applicable
Room rent	Room rent for single room/isolation room to be paid on actuals
Daily Cash	Cover INR 500 per day to cover expenses
Ambulance	Ambulance charges on actuals
Sum insured	Auto replenishment of sum insured once in case of COVID hospitalization
Additional CI sum insured	Additional pre-defined sum insured to be made available for COVID hospitalization
Buffer	In case of COVID-19 hospitalization, and exhaustion of base and top-up sum insured, corporate buffer to apply and limit to increase to 2X base Sum Insured

As OPD is covered, the Domiciliary is covered to be endorsed with extension of Hotel / guest house Quarantine as an inbuilt provision under OPD and /or domiciliary

Room rent	Room rent for single room/isolation room to be paid on actuals while awaiting COVID results
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**Annexure III**

**Census Data \***

As per Annexure IV (Attached)

Demography details of members for whom insurance cover is required is attached with this document:

Total number of employees (including retirees) 3192 as on 30<sup>th</sup> June 2020

**DISCLAIMER**

To the best of our knowledge, the information supplied in this document is accurate. Marsh accepts no liability for any loss arising out of your reliance on information which has been supplied to Marsh by or on behalf of Marsh's clients.

Handwritten signature and date: 20/8/20

Annexure - 1

**To be provided on Rs.200 Stamp paper**  
**INTEGRITY PACT**

Between

**Central Council for Research in Ayurvedic Sciences (CCRAS)**  
hereinafter referred to as “**The Principal**”

And

\_\_\_\_\_ hereinafter referred to as “**The Bidder/Contractor**”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Group Medclaim Policy for eligible serving employees, pensioners and their families.** The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

  
20/8/20



**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.



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**Section 4 – Compensation for Damages**

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

**Section 5 – Previous transgression**

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

**Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

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

**Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

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

**Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Director General  
Central Council for Research in Ayurvedic Sciences (CCRAS)  
JLNBCAHA Bhavan, No.61-65,  
Institutional Area, Opp. 'D' Block, Janakpuri,  
New Delhi – 110058

  
20/8/20

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Director General, CCRAS.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director General, CCRAS and rescue himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Director General, CCRAS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director General, CCRAS, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director General, CCRAS has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.



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**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**Section 10 – Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)  
Name, Designation and  
Signature of the Authorised Signatory  
(Office Seal)

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)  
Name, Designation and Signature  
of the Authorised Signatory  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Signature, Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Signature, Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

