

#### **Prathama UP Gramin Bank**

Head Office, Ram Ganga Vihar Phase-II,
Post Box NO. 446, Moradabad-244001, Uttar Pradesh (INDIA)
(AN UNDERTAKING OF GOVT OF INDIA & PUNJAB NATIONAL BANK)

## **REQUEST FOR PROPOSAL**

# E-TENDER FOR RENEWAL OF GROUP MEDICLAIM POLICY PRATHAMA UP GRAMIN BANK'S IN-SERVICE EMPLOYEES

Policy Period from 24.07.2024 – 23.07.2025

Appointment of IRDA approved Public & Private Sector General Insurance Companies for providing Group Mediclaim Policy of Prathama UP Gramin Bank for-

• In-Service Employees & their dependents

#### **SCHEDULE OF TENDER (SOT)**

Tenders are invited by Prathama UP Gramin Bank for the Group Mediclaim Policy for In-service employees of the Bank. Prathama UP Gramin Bank has appointed K. M. Dastur Reinsurance Brokers Private Limited as intermediary/brokers for their insurance portfolio. The Tender will be conducted through a two-stage bidding process (comprising of Technical and Financial Bids) from IRDA licensed Public and Private Sector General Insurance Companies operating in India for the Group Mediclaim Policy for its In-service employees.

The "Request for Proposal" (RFP) for the project is available on bank's website under tender section which will direct to: -

https://gem.gov.in/,

Vendors are required to register themselves online with <a href="www.gem.gov.in">www.gem.gov.in</a> Bids made strictly as per provisions of the RFP document should be submitted online through e-tendering portal GeM Link: <a href="https://gem.gov.in/">https://gem.gov.in/</a>

#### **Disclaimer**

This Request for Proposal (RFP) is not an offer by Prathama UP Gramin Bank, but an invitation to receive response from eligible interested bidders for Group Mediclaim Policy for employees of Prathama UP Gramin Bank. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed with the bidders. This document should be read in its entirety.

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.

PRATHAMA UP GRAMIN BANK, 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.

PRATHAMA UP GRAMIN BANK 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.

PRATHAMA UP GRAMIN BANK 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.

Every effort is being made to keep Prathama UP Gramin Bank's Website up to date and running smoothly 24X7, However Prathama UP Gramin Bank takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issues at any point of time. In that event Prathama UP Gramin Bank will not be liable or responsible for any damages or expenses arising for any difficulty, or error, imperfection or inaccuracy with this website, it includes all associated service, or due to such unavailability of the website or any part there of any contents or any associated services.

GeM has been established as the national procurement portal. (GeM) platform is an online, end to end solution for procurement of commonly used goods and services for all Central Government and State

Government Ministries, Departments, Public Sector Units (PSUs) and affiliated bodies., who also make every possible effort to update their portal and run their site 24 X 7, however Prathama UP Gramin Bank takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issues at any point of time. In that event Prathama UP Gramin Bank will not be liable or responsible for any damages or expenses arising for any difficult, or error, imperfection or inaccuracy with this website, it includes all associated services, or due to such unavailability of the website or any part thereof any contents or any associates services.

The issue of this RFP does not imply that Prathama UP Gramin Bank is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the insurance policy and Prathama UP Gramin Bank reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. No correspondence shall be entertained in this regard.

1) The "Request for Proposal" (RFP) for the project is available on: bank's website which will direct to <a href="https://gem.gov.in/">https://gem.gov.in/</a>, Vendors are required to register themselves online with <a href="https://gem.gov.in/">https://gem.gov.in/</a>, Vendors are required to register themselves online with <a href="https://gem.gov.in/">https://gem.gov.in/</a>

The proposed evaluation schedule is tabulated below. However, the Bank, at its discretion can change the schedule without assigning any specific reasons for the same.

S. No.	Event Description	Particulars
1	Mode of Tender	E-Tender System
2	Date of publishing of Tender Notice	27 <sup>th</sup> June, 2024 on Prathama UP Gramin
		Bank website.
		https://prathamaupbank.com/
3	Start Date of RFP document download from bank's website	27 <sup>th</sup> June, 2024
	https://prathamaupbank.com/ which will direct	
	to https://gem.gov.in/	
4	RFP related Communication E-Mail IDs	hrd@prathamaupbank.com_under copy to
		hrdsupgb@supgbank.co.in;
		pupgbcommunications@kmdastur.com
5	Last date for receiving queries	02 <sup>th</sup> July, 2024 up to 05:00 PM
6	Pre-bid meeting through virtual mode	03 <sup>th</sup> July, 2024 up to 12:00 PM
	LINK: -	
	https://teams.live.com/meet/9542663799593?p=mN3WZ 5XI1LegnFw1	
7	Response to Pre-Bid queries & Claims Experience	05 <sup>th</sup> July, 2024
	with Latest MIS	.,
8	Issue of Addendum /Revised Tender document	05 <sup>th</sup> July, 2024
	(If required)	
9	Last Date & time of RFP download from	11 <sup>th</sup> July, 2024 up to 05:00 PM
	https://gem.gov.in/	
10	Last date & Time for submission of Bid /Bid due	12 <sup>th</sup> July, 2024 up to 04:00 PM
	date	
		12 <sup>th</sup> July, 2024 up to 04:30 PM at Bank's
11	Opening of Technical Bids	Head Office (subject to availability of
		Tender Committee members)

12	Technically Result Publish Date	15 <sup>th</sup> July, 2024 up to 05:00 PM
13	Information regarding Financial Evaluation of Bids	E-Financial Bid of the technically responsive bidders shall be opened at a later date. The Financial bid opening time & date shall be intimated to the technically qualified bidders
14	Announcement of L1 bidder	Will be notified, details will be notified after opening of Financial Bids
15	Letter of Award to the selected to L1 Bidder	Will be notified
16	Meeting with L1 bidder on shortlisting of TPA	Will be notified
17	Bank's Website	https://prathamaupbank.com/
18	Policy Inception	24-July-2024

- No Bid or part of Bid shall be submitted vide E-mail or in any other form.
- Bids received later than the prescribed date and time i.e., by 12<sup>th</sup> July, 2024 up to 04:00 PM will not be considered for evaluation.
- If the last day of submission of Bid is declared as a holiday by any circumstances beyond the control of Prathama UP Gramin Bank, the next working day will be deemed to be the last day for submission of the Bid.
- Further, in case Prathama UP Gramin Bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the Bid will be opened on the on the next working day subject to availability of all the Technical Committee members; unless otherwise such change may be notified to all bidders.

#### IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

#### 1 Process of E-Tender:

A) Registration: The process involves vendor's registration with GeM portal. Only after registration, the vendor can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. GeM is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

# SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://gem.gov.in/

- 1) Vendors are required to register themselves online with: https://mkp.gem.gov.in/registration/signup#!/buyer
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact Bank/GeM (before the expiry of scheduled time of the e-tender).

	Contact person (Bank):		
	Contact person (Bank): 1. Deepak- Asst. General Manager-7217032042		
	Contact Details :- 2. Anuj Kumar Singh-Senior Manager-7127032043		
	3. Prateek Agarwal- Asst. Manager- 9528837020		
2	The Techno-commercial Price Bid have to be submitted online at GeM Portal. Tenders will be opened electronically on specified date and time as given in the Tender.		
	NO TENDERS/ BIDS THROUGH ANY OTHER MEDIUM WILL BE ACCEPTED BY THE BANK		
3	All entries in the tender should be entered in online Technical & Financial Formats without any ambiguity.		
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid.		
5	E-tender cannot be accessed after the due date and time mentioned in NIT.		
6	Bidding in e-tender:		
	The process involves Electronic Bidding for submission of Technical and Financial Bid.		
	During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.		
	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.		
	<ul> <li>All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply</li> </ul>		
	Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.		
	<ul> <li>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li> </ul>		
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.		
8	No deviation to the technical and financial terms & conditions are allowed.		
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.		

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#### Section I

#### **INTRODUCTION & INSTRUCTIONS FOR RFP**

This is a procurement event of HR Department of Prathama UP Gramin Bank, Moradabad. You are requested to read and understand the RFP and subsequent Corrigendum, if any, before submitting technical bid.

#### 1a. INTRODUCTION

Prathama UP Gramin Bank, a premier Regional Rural Bank is sponsored by Punjab National Bank and is operating in 20 districts namely Bulandshahar, Ghaziabad, Meerut, Gautam Budh Nagar, Hapur, Baghpat, Shamli, Saharanpur, Muzaffaranagar, Bijnor, Haridwar, Gonda, Balrampur, Sambhal, Budaun , Jhansi, Lalitpur, Moradabad, Rampur, Amroha in the State of Uttar Pradesh with a network of 961 Branches & 13 Regional Offices.

Request for Proposal (RFP) is invited from Public & Private Sector General Insurance (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of Mediclaim scheme for-

i) In-Service Employees & their dependents

Prathama UP Gramin Bank shall solicit proposals through a two-stage bidding process (comprising of Technical and Financial Bids) from Public and Private Sector General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance operating in India for the Renewal of Group Mediclaim Policy for the In-service employees of Prathama UP Gramin Bank. Bidders are invited to submit their proposal in accordance with Request for Proposal (RFP) terms.

The Insurance Companies which are in agreement with the Scheme and its clauses altogether, 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.

Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies the bidder(s) agreement to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.

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 may be directed to <a href="https://hrd.upgb@supgbank.co.in">hrd@prathamaupbank.com</a>; <a href="https://hrd.upgb@supgbank.co.in">hrdsupgb@supgbank.co.in</a> and <a href="pupgbcommunications@kmdastur.com">pupgbcommunications@kmdastur.com</a> under copy to only.

- i. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence, the bidders are required to ensure that email address provided by them is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate) and registration in the E-procurement portal.
- ii. (a) At any time prior to the deadline for submission of technical bid, Prathama UP Gramin Bank may for any reason, modify the RFP. Please note that there is no provision to take out list of parties downloading the RFP/tender document from the website mentioned. As such bidders are requested to see the website once again before the due date of opening to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigenda, if any, will be of the bidder only.

(b) No separate intimation in respect of corrigendum to this RFP (if any) will be sent to tenderer(s), the same will be made available in: -

https://gem.gov.in/ Prathama UP Gramin Bank reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons. No correspondence shall be entertained in this regard.

#### 1b. Selection Process:

The selection of insurer/insurers would happen through a two-step process: -

#### RFP, Queries from insurers and pre bid meeting

Participants who have any queries on the RFP can send them to hrd@prathamaupbank.com; pupgbcommunications@kmdastur.com with cc to hrdsupgb@supgbank.co.in on or before 02<sup>th</sup> July, 2024 up to 05:00 PM

In case of any changes in the RFP, the same will be made available in: - https://gem.gov.in/

All insurers are advised to check the GeM portal website before submitting their final technical bids.

#### i. Technical Bid

All technical bids would be checked for eligibility as per eligibility criteria mentioned in the RFP. Bids not meeting the eligibility criteria would be disqualified.

The Technical bids will be evaluated by the Technical Bid Committee of Prathama UP Gramin Bank consisting of representatives of Prathama UP Gramin Bank and KMD (Broker/Insurance Intermediatory). Financial bids of only the technically acceptable offers shall be considered.

Bidders who score 70% (70/100) \*or more in the technical evaluation would qualify for the Financial bid. Those bidders who score less than 70% would not qualify for the Financial bid. The technical bid parameters are given under Evaluation Criteria. (\*However, Prathama UP Gramin Bank at its discretion may relax these criteria to ensure enough bidders participate in the Financial bid)

The bidders also agree to abide by the requirements under the enlisted Annexures.

By bidding for this RFP, the bidder agrees to abide by the service levels, communication and MIS formats as detailed in the RFP. The same would also be incorporated in the form of an agreement with the selected bidder.

The documents/information submitted by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny punitive action can be taken against defaulting-Insurers.

#### ii. Financial Bid

E-Financial Bid of the technically responsive bidders shall be opened at a later date. The

Financial bid opening time & date shall be intimated to the technically qualified bidders.

There would be separate price bids to be quoted for financial bidding process for both the cadres of the In-Service group Mediclaim policies

- a. Clerical/ Award Staff
- b. Officers

Tenders will be opened electronically on specified date and time as given in the Schedule of Tender.

**Notwithstanding anything contained in this document**, Prathama UP Gramin Bank 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. No correspondence shall be entertained in this regard.

Indicative number of families is given. This number of families would also be used by Prathama UP Gramin Bank to evaluate the lowest cost.

The detailed modalities and date for Financial bid would be communicated to the bidders who qualify in the technical bid process.

- **1a**. Anytime during the process the Prathama UP Gramin Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Prathama UP Gramin Bank.
- **1b**. The technical bid along, accompanied by the information/documents indicated in the Annexures, and acceptance of RFP are to be signed by the authorized signatory with Seal of the Company. **All pages are required to be signed by the authorized signatory with the bidder's seal.**
- **1c**. The bidder shall appoint one duly authorized official as the SPOC for the entire process of the bidding. The tender documents should be signed by Authorized Signatory of the Insurance Company comprising of Regional Manager/ Scale V & above or by such person authorized by virtue of Power of Attorney/ Board Resolution.

#### iii. Proposal Instructions

#### (A) Proposal Requirements

You may note that for the purpose of appointment of Group Medical Insurance, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts, i.e., the Technical Bid and the Financial Bid.

The 'Technical Bid' will contain the exhaustive and comprehensive technical details as enlisted in the RFP.

The Technical Bid shall NOT contain any pricing or Financial information at all. If the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

Your response should be organized into following sections:

Section- A	Executive Summary/ Introduction to your organization and documents for eligibility given under this RFP.
Section- B	Proposal Compliance letter- A letter signed by an authorized officer of your organization signifying your proposal's complete compliance with the RFP specifications mentioned in the Tender Document/ Corrigendum
Section- C	Response to Technical Bid to this RFP with supporting documents

Section- D	Acknowledgement of overall Tender terms & Signed Copy of Tender Document
Section- E	Acceptance of Service Level Agreement & MIS formats

#### (B) Process to be Adopted for Evaluation of the Technical Bids

In the first stage, only the 'Technical Bids' will be opened in respect of those bidders who fulfill the details indicated in the eligibility criteria and submission of all the declaration annexed.

#### 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 Prathama UP Gramin Bank 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.

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 Prathama UP Gramin Bank 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 criteria 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, the following words and expressions shall, unless repugnant to context or meaning thereof, have meaning hereinafter respectively assigned to them.

- i. "Bank" means Prathama UP Gramin Bank
- ii. "Bidder" means an insurance company (Public & Private Sector General 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 Prathama UP Gramin Bank
- iv. "RFP" means Request for Proposal by Prathama UP Gramin Bank for Group Health Insurance for Inservice Employees and their family members.
- v. "Insured" means Prathama UP Gramin Bank.
- vi. "Insurer" means IRDA approved Public & Private Sector General Insurance Companies.
- vii. "TPA" means Third Party Administrator.
- viii. "Approved" mean approved by Prathama UP Gramin
- ix. "Applicable Laws" means all laws, promulgated or brought into force and effect by GOI including regulations and rules made there under, 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 to the Request for Proposal in accordance with the provisions there of in response
- xi. "Competent Authority" means committee members nominated by Prathama UP Gramin Bank.
- xii. "Contract Period" means the period starting from 24/07/2024 to 23/07/2025 (1 Year)
- xiii. "LOA or Letter of Award" means written confirmation of an award of an Insurance Contract by Prathama UP Gramin Bank to a successful bidder, stating the amount of award, award date, and when the Insurance Contract will be signed.
- xiv. "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 preparation and submission of its Proposal and Prathama UP Gramin Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process. Prathama UP Gramin Bank 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 from a single designated office.

#### **10.PROPOSAL VALIDITY**

- 10.1 The Insurer's Proposal must remain valid for at least 30 days for In-Service Policy after the Letter of Award. 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 Prathama UP Gramin Bank 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.
- 10.4 A Bidder granting request shall not be required or permitted to modify its bid. The request and responses shall be made in writing.
- 10.5 Except as the Prathama UP Gramin Bank 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.

10.6 If the Prathama UP Gramin Bank 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 Prathama UP Gramin Bank's written request specifying the grounds thereof, provide as a replacement a person with qualification and experience acceptable to the Prathama UP Gramin Bank.

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

#### 11. PREPARATION OF PROPOSALS – SPECIFIC CONSIDERATIONS

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

#### 12. TECHNICAL PROPOSAL - FORMAT AND CONTENT

- 12.1 It is a must to meet all the technical criteria mentioned in the RFP
- 12.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 12.3 The Insurer is required to submit a Technical Proposal as indicated in the RFP.
- 12.4 The Insurer shall be responsible for meeting all tax liabilities arising out of the contract.
- 12.5 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 Prathama UP Gramin Bank. Further, the insurance company will not charge any extra charges/fees and the bank will not borne any extra charges other than taxes/charges imposed by Government.

#### 13. 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 RFP. Conditional Bids if any are liable to be rejected.

13.1 In event of a tie between two or more bidders in the during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation, further in case of tie between the highest Technical Evaluation Score, the Insurance company with the highest experience in serving Employee Benefit Policies in RRBs will be given the preference.

#### 14. SIGNATURE ON EACH PAGE:

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

#### 15. AMENDMENT TO TENDER DOCUMENT:

- 15.1 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 changes will be available at bank's website <a href="https://prathamaupbank.com/">https://prathamaupbank.com/</a> which will direct to GeM website: <a href="https://gem.gov.in/">https://gem.gov.in/</a>
- 15.2 In case any Bidder seeks clarification to the tender documents, the same shall submit their queries before 02<sup>th</sup> July, 2024 up to 05:00 PM on email at hrd@prathamaupbank.com; hrdsupgb@supgbank.co.in and pupgbcommunications@kmdastur.com. The issues thus received by the

bank will be discussed in Pre-Bid Meet only. No issues and queries in respect to tender document will be entertained by the bank after Pre-Bid Meet. No separate invitation for pre-bid meet will be sent to any bidder.

15.3 The amendments will be notified through corrigendum posted on: - https://gem.gov.in/

Such amendments will form part of the tender document. Bidders are advised to constantly watch for any corrigendum at the above-mentioned website.

15.4 The Tender Inviting Authority reserves the right to extend dead line for submission of tender for any reason, and the same shall be notified through corrigendum posted on: - <a href="https://gem.gov.in/">https://gem.gov.in/</a>

#### 16. CONFIDENTIALITY:

- 16.1 From the time the Proposals are opened to the time the Contract is awarded, the Insurer should not contact Prathama UP Gramin Bank 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 Insurer who submitted the Proposals or to any other party not officially concerned with the process until publication of the contract award information.
- 16.2 Any attempt by the Insurer or anyone on behalf of the Insurer to influence the Prathama UP Gramin Bank improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 16.3 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 Prathama UP Gramin Bank on any matter related to the Selection Process, it should do so only in writing.

The above-mentioned queries shall be written to:

The General Manager,

Prathama UP Gramin Bank,

Head Office, Ram Ganga Vihar Phase-II, Post Box NO. 446, Moradabad-244001, Uttar Pradesh

In case of any difficulty, in bid submission you may contact any of the below mentioned officers of the Prathama UP Gramin Bank:

- 1. Contact person (Bank): Deepak- Chief Manager-7217032042
- 2. Contact Details: Anuj Kumar Singh-7127032043
- 3. Contact Details: Prateek Agarwal-9528837020

#### 17. BID PREPARATION

- 17.1 The Bidder shall be responsible for all technical fees associated in the GeM website, preparation of its bid and its participation in the Selection Process. Prathama UP Gramin Bank shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the Selection Process.
- 17.2 Please note that the Prathama UP Gramin Bank reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. No correspondence shall be entertained in this regard.

#### 18. WITHDRAWAL OF BID

18.1 In case of withdrawal of Bid, the bidder shall not be allowed to participate for bidding of 3 Consecutive years.

#### 19. OPENING OF PROPOSALS

19.1 The Bid Evaluation Committee of the Prathama UP Gramin Bank along with the appointed Insurance Intermediatory K. M. Dastur Reinsurance Brokers Pvt. Ltd. (KMD) shall conduct the opening of the Technical Proposals.

#### 20. EVALUATION OF PROPOSALS

20.1 The Insurer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. The Bid Evaluation Committee of the Prathama UP Gramin Bank along with the appointed Insurance Intermediatory K. M. Dastur Reinsurance Brokers Pvt. Ltd. (KMD) shall conduct the evaluation on the basis of the submitted Technical Bid. However, the Prathama UP Gramin Bank may seek clarification on the information submitted by the Bidder, if required.

#### 21. ACCEPTANCE/ REJECTION OF TENDER

- 21.1 Prathama UP Gramin Bank does not bind itself to accept the tender.
- 21.2 Prathama UP Gramin Bank also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. No correspondence shall be entertained in this regard.
- 21.3 Prathama UP Gramin Bank 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 Prathama UP Gramin Bank regarding the same shall be final and conclusive.

#### 22. EVALUATION OF TECHNICAL & FINANCIAL PROPOSALS

- 22.1 Evaluation Committee will evaluate the Technical Bid by applying the evaluation criteria in the RFP. Evaluation Committee shall consist of officials from Prathama UP Gramin Bank and K.M. Dastur Reinsurance Brokers Pvt. Ltd. and-shall be headed by the designated official of the Prathama UP Gramin Bank
- 22.2 A Bid shall be rejected at this stage if it does not meet each and every technical criterion. Bidder's need to qualify Technical Bid.
- 22.3 Prathama UP Gramin Bank 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.
- 22.4 In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation, further in case of tie between the highest Technical Evaluation Score, the Insurance company with the highest experience in serving Employee Benefit Policies in RRB will be given the preference.

#### 23. AWARD OF CONTRACT

23.1 Prior to the expiration of bid validity or any such extended validity period, Prathama UP Gramin Bank will notify the successful bidder in writing that his offer has been accepted. The letter of acceptance shall be a part of agreement/contract.

#### 24. PERIOD OF CONTRACT

- 24.1 The policy would be issued for one year, the tenure of the contract with the Insurance Company would be for one policy year, subject to annual renewal based on the satisfactory performance evaluation. The renewal on yearly basis will be based on continuation of IRDA Licenses with other statutory compliance
- \*\*The sole decision of the policy renewal however lies with Competent Authority of the Prathama UP Gramin Bank.

24.2 The Prathama UP Gramin Bank 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.

#### 25. INTERPRETATION

- 25.1 Entire Agreement: The Contract will constitute the entire Agreement between the Prathama UP Gramin Bank 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.
- 25.2 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 there to.
- 25.3 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.

#### 26. GOVERNING LAW

26.1 The Contract shall be governed by and interpreted in accordance with the laws of the Government of India and State of Uttar Pradesh and under the jurisdiction of the Hon'ble Court at Moradabad.

#### 27. FORCE MAJEURE

- 27.1 If the performance of the Contract by either party is delayed, hindered or prevented or 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.
- 27.2 Prathama UP Gramin Bank 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, Prathama UP Gramin Bank 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.

#### 28. TERMINATION

- 28.1 Prathama UP Gramin Bank may, at its sole discretion and at any time terminate the Contract and inform the Insurer of Prathama UP Gramin Bank its 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.
- 28.2 Should Services or any portion thereof not be carried out to satisfaction of Prathama UP Gramin Bank or within the time or times specified in or under the Contract, Prathama UP Gramin Bank, 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.

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

29.1 The Insurer shall not during or after termination of the Contract disclose to any third party any

Confidential Information arising from the Contract except with the prior written permission from Prathama UP Gramin Bank. For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, legal, administrative, business and technical matters of Prathama UP Gramin Bank 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 Prathama UP Gramin Bank.

29.2 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 Prathama UP Gramin Bank.

#### 30. SUSPENSION

- 30.1 The Bank may, by written notice of suspension to the Insurer, without any obligation (financial or otherwise) suspend all payments 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.

#### 31. CESSATION OF RIGHTS AND OBLIGATIONS

31.1 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 or prior to 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 Prathama UP Gramin Bank.

#### 32. DISPUTES RESOLUTION

- 32.1 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.
- 32.2 Any dispute between parties arising out of this RFP Document or relating thereto or arising there from that still might remain unresolved in spite of all efforts to settle the matter amicably shall be settled by a binding arbitration in Moradabad (Uttar Pradesh) under the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Moradabad (Uttar Pradesh). The venue of arbitration proceedings, unless the parties otherwise agree shall be (Moradabad Uttar Pradesh). A panel of three arbitrators shall be appointed. One arbitrator representing the successful bidder, one arbitrator representing Prathama UP Gramin Bank and one heading the panel. Each party will pay its own costs.

#### 33. DISQUALIFICATION

- 33.1 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 Government Body or has been disqualified in participating the Government schemes as per IRDAI guidelines

#### 34. OTHER CONDITIONS TO BE FULFILLED BY THE TENDERERS

- 34.1 The tenderers are also essentially required to fulfil the following conditions/ submit relevant documents along with their offers.
- 34.2 Detail of works under execution along with copies of relevant documents.
- 34.3 The tender documents should be signed by the Authorized Signatory of the Insurance Company comprising of Regional Manager/ Scale V & above or by such person authorized by virtue of Power of Attorney/ Board Resolution.
- 34.4 In the absence of supporting documents, the offers shall be rejected.
- 34.5 The Policy to be issued on a No Deviation basis. All the coverages as mentioned in the Tender Document has to be compulsory provided to the bank and any deviation in condition is liable for rejection.

#### 35. DUTIES AND RESPONSIBILITY OF SUCCESSFUL BIDDER

35.1 Signing of agreement between Prathama UP Gramin Bank and the successful bidder in the specified format of Prathama UP Gramin Bank within 5 days from the issue of LOA.

#### Section II

#### 36. BIDDERS' ELIGIBILITY CRITERIA

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

This invitation to respond to RFP is open to reputed Public Sector General Insurance Company that are incorporated or registered under and Indian Companies Act, 1956.

- a) Bidder must be registered /Issued License by Insurance Regulatory and Development Authority of India (IRDAI) to operate in the Indian insurance market.
- b) The Bidder should have been in existence in India for a period of more than 3 years as on date of publication of the tender and their license should not have been suspended or cancelled during this period.
- c) The Bidder should have an annual health/employee benefits premium receipt of at least 400 crores as on 31/03/2024.
- d) The Bidder should have a minimum Settlement Ratio of Health Insurance claims of at least 75% for F.Y. 2023-24 as on 31/03/2024. Declaration to be Attached.
- e) The Bidder should have Claims settlement of at least 75% as on 31/03/2024 within a TAT of 3 months of lodgment. Declaration to be Attached.
- f) The Bidder should have issued overall Group Health/employee benefits policies which covers a minimum of 25,000 lives in F.Y. 2023-24 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.
- g) PAN India Hospital networking of at least 3000 hospitals, out of which at least 100 hospitals should be in Uttar Pradesh only. Declaration Format with Networking List to be furnished in this regard.
- h) Grievance Ratio & Grievance Redressal Ratio in accordance to the Assessment Criteria.
- i) Bidder should submit declaration confirming that policy quoted is in accordance with their filed product with IRDA as per regulations.
- j) Experience of servicing Group Mediclaim Policy of Regional Rural Banks/ PSBs/ SCBs by the participating underwriting office of the Insurance Company in the last 3 Financial years, of which at least one should be an active policy as on the date of publication of the tender.
- k) Declaration that bid submitted is as single entity and not as part of any consortium.
- The proposal of the company which does not meet any of the above criteria will not be further evaluated.

#### 37. DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BIDDERS' ELIGIBILITY

37.1 The Bidder shall submit the documents mentioned in RFP duly certified by their Auditors in support of fulfilling the eligibility criteria as per Annexures mentioned.

#### 38. SUBMISSION OF THE PROPOSAL

38.1 Technical and financial Bids needs to be submitted through electronic mode (GeM website following the registration process through the following link: - https://gem.gov.in/

Only detailed complete proposals in the form indicated, received prior to closing time and date of proposals as mentioned under Schedule of Tender shall be taken as valid. Proposals received by any other mode shall be treated as defective, invalid and rejected.

- 38.2 At any time prior to deadline for submission of proposal, Prathama UP Gramin Bank may for any reason, modify RFP. The prospective respondents shall be notified of amendments in RFP if any through Prathama UP Gramin Bank's website and such amendments shall be binding on them.
- 38.3 The Prathama UP Gramin Bank reserves the right to accept any or reject any or all the proposals in whole or part without assigning any reasons.
- 38.4 The Prathama UP Gramin Bank will select Insurance Company on the basis of the lowest Premium Quoted. The Selected Insurer shall be issued a LOA..
- 38.5 In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation, further in case of tie between the highest Technical Evaluation Score, the Insurance company with the Highest experience in serving Employee Benefit Policies in RRB will be given the preference.
- 38.6 During pre-qualification and evaluation of Proposals, Prathama UP Gramin Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Bank.
- 38.7 Respondents are not permitted to modify, substitute or withdraw Proposals after submission.
- 38.8 The proposal may be submitted along with a 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, along with the tender document.
- 38.9 No cost will be borne by Prathama UP Gramin Bank towards preparation and submission of the proposals.

#### 39. SELECTION OF SHORTLISTED TPA

- 39.1 Based on service parameters, the shortlisting of external TPA will be reviewed by the Bank and accordingly the allocation will be done with concurrence. In-house TPA solutions from Insurer will not be considered.
- 39.2 Shortlisted 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.

#### 40. PRE-BID MEETING

40.1 A Pre-Bid Meeting will be conducted through virtual mode using the following link <a href="https://teams.live.com/meet/9542663799593?p=mN3WZOw5XI1LegnFw1">https://teams.live.com/meet/9542663799593?p=mN3WZOw5XI1LegnFw1</a> as per schedule, between the participating Insurance Companies, Prathama UP Gramin Bank and KMD wherein all the intending bidders will be invited to discuss their queries regarding the RFP. Prathama UP Gramin Bank would 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 or after the last date of query submission through e-mail in the designated E-mail IDs i.e., after 02<sup>th</sup> July, 2024 up to 05:00 PM.

#### 41. DECLARATION CERTIFICATE

41.1 Each Bidder must give following declaration duly signed by an Authorized Signatory by virtue of Board Resolution:

- a) I/We do hereby declare that there is no case with Police / Court / IRDA / SEBI / Regulatory authorities against proprietor / firm / partner /employee.
- Also, I / We have not been suspended/Penalized / 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.

#### 42. CONFIDENTIALITY UNDERTAKING

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them as per the enclosed Annexure- O.

#### SALIENT FEATURES OF PROPOSED GROUP HEALTH POLICY

#### A. GROUP MEDICLAIM POLICY FOR IN-SERVICE EMPLOYEES

	Coverage Details	
Policy Type:	Group Medical Insurance Policy only for In-Service Employees and their Families	
	Employee + Spouse + Dependent Children + 2 Dependent Parents or In-laws	
Family Definition:	• No age limit for dependent children. Wholly dependent unmarried children (including stepchildren and legally adopted children) Widowed daughters and dependent divorced / separated daughters, sisters including unmarried / divorced / abandoned or separated from husband/ widowed sisters shall be considered as dependent for the purpose of this policy. Wholly dependent physically and mentally challenged Brother / Sister with 40% or more disability.	
	<ul> <li>Provided that in the case of physically and mentally challenged children, they shall be construed as dependents even after their marriage including spouse and children subject to fulfilling the income criteria</li> </ul>	
	• No Age Limits for Dependent Parents. Either Dependent Parents or In-laws will be covered. A parent would be considered dependent if their monthly income (in aggregate of both parents) does not exceed Rs. 12,000/	
	• The term wholly dependent family member shall mean such member of the family having a monthly income not exceeding Rs.12,000/- p.m.	
	• A married female employee may include her natural / legal parents or parents-in-law under the definition of family, but not both, provided that the parents/parents-in-law are wholly dependent on her.	
Coverage Type:	Family Floater	
Sum Insured:	For Clerical/Sub Staff - INR 3,00,000/- For Officers – INR 4,00,000/-	
Sum Insured for Critical Illness:	INR 1,00,000/- for employees only	
Corporate Buffer:	INR 50 Lakhs/-, (No Limit). No ceiling on amount to be allotted for Individual employees, solely on the discretion on the competent authority of the Bank.	
Monthly Addition / Deletion:	<ul> <li>All New Employees to be covered from the date of joining as per their appointment letter. For additions/deletions of employees during period, premium to be charged/refunded on prorate basis against the Cash Deposit account with Insurer adequately maintained by the Bank.</li> <li>Increase in Sum Insured allowed in case of promotion on charging pro-rata premium.</li> <li>A buffer time period of 90 days for addition/ deletion/ correction of any missed-out dependents &amp; New Born Baby/ Newly married spouse addition will be provided by the Insurance Company post-inception of the Policy for effective data reconciliation</li> <li>New born Babies (Born after Policy Inception) will be covered w.e.f. respective Date of birth and Newly married spouse (Married after Policy Inception) will be covered w.e.f. respective date of marriage provided intimation received by the</li> </ul>	
	Insurer within the Policy period or within 45 days of Policy expiry and will be added in the Policy irrespective of Claim.	
Geographical Limit	Treatment taken in India only. No Zone Capping to be applied	

	Continuity benefits coverage to employees on retirement till the end of the policy
Continuity Benefit	period provided there is no request for refund of the premium.
,	Key Policy Terms & Conditions
	Room and Boarding expenses as provided by the Hospital/Nursing Home not exceeding
Hospital Room Rent:	INR 5000 per day or the actual amount whichever is less.
ICU Rent:	Intensive Care Unit (ICU) expenses not exceeding INR 7500 per day or actual amount whichever is less
All other expenses:	No Limits for all other expenses including Surgeon, Assistant Surgeon, Anaesthetist, Medical Practioner, Consultants, Specialist Fees, 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, 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, any other scan, scopies and such similar expenses that are medically necessary, or incurred during hospitalization as per the advice of the attending doctor.
Proportionate Deduction:	Proportionate deduction not applicable.
Co-Payment:	Co-Payment Not Applicable
Cost of Donor:	Hospitalization expenses (excluding cost of organ) incurred on donor in respect of organ transplant to the insured.
Ambulance Charges:	Ambulance charges are payable up to INR 2500/- per trip to hospital and/ or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses in actual maximum up to INR 750/- per Hospitalization. Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/ medical complication shall be payable in full.
Pre and Post	Expenses related to the ailment for hospitalization will be covered 30 days prior to
Hospitalization Expenses:	hospitalization and 90 days after discharge.
Alternative Treatment:	Alternative Treatments are forms of treatment other than treatment "Allopathy" or "modern medicine and includes Ayurveda, Unani, Siddha, Homeopathy and Naturopathy in the Indian Context, for Hospitalization and Domiciliary for treatment only under selected ailments taken in hospital / clinic registered by the Central / State authorities.
Pre-existing Diseases:	Covered from day 1
30 days Waiting Period:	Waived Off
Waiting Periods on Specific Diseases:	Waived Off
Disease/ Procedure wise Sub-Limit:	Not Applicable other than Maternity Benefit
Day Care Treatment:	Expenses on Hospitalization for minimum period of a day are admissible. However, this time limit is not applied to specific treatments. This condition will also not apply in case of stay in hospital of less than a day provided —  A) 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  B) Which would have otherwise required hospitalization of more than a day.
Maternity Benefit:	For Normal- INR 50,000/- and For C-Section- INR 75,000 Claim in respect of delivery to be given irrespective of the number of children. Twin Delivery covered upto Maternity Limit.
9 months waiting period:	Waived Off

Dro X. Doct Nistsi	Pre-natal &post-natal charges in respect of maternity benefit are covered under the policy up to 30 days and 60 days only
Missed Abortions, Miscarriage or abortions induced by accidents:	Covered under the limit of Maternity including expenses incurred for Medical Termination of Pregnancy as per prevailing MTP Act.
Complications in Maternity including operations for extra uterine pregnancy ectopic pregnancy:	Covered in the up to the Sum Insured + Corporate Buffer- Expenses included for medical termination of pregnancy.
New Born Baby Cover:	New born baby is covered from day one. All expenses incurred on the new born baby during maternity will be covered in addition to the maternity limit up to INR 20,000/-Per child. However, if the baby contacts any illness the same shall be considered in the Sum Insured + Corporate buffer. Baby to be taken as an additional member within the normal family floater.
Domiciliary Cover (OPD):	Medical expenses incurred in case of the following diseases which need domiciliary treatment as may be certified by the attending medical practitioner and / or bank's medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100% subject to the overall limit of Sum Insured under the policy.
Domiciliary limit:	The cost of Medicines, Investigations, and consultations, etc. in respect of domiciliary treatment for the listed ailments shall be reimbursed for the period stated by the specialist and / or the attending doctor and / or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Domiciliary Treatment:	Medical expenses incurred in case of the following diseases which need domiciliary treatment as may be certified by the attending medical practitioner and / or bank's 'medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100% subject to the overall limit of Sum Insured under the policy.  Cancer , Leukemia, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailments , Pleurisy , Leprosy, Kidney Ailment , All Seizure disorders, Parkinson's diseases, Psychiatric disorder including schizophrenia and psychotherapy , Diabetes and its complications, hypertension, Hepatitis –B , Hepatitis - C, Hemophilia, Myasthenia gravis, Wilson's disease, Ulcerative Colitis , Epidermolysis bullosa, Venous Thrombosis(not caused by smoking) A plastic Anemia, Psoriasis, Third Degree burns, Arthritis , Hypothyroidism expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukemia, Glaucoma, Tumor, Diptheria, Malaria, Non-Alcoholic Cirrhosis of Liver, Purpura, Typhoid, Accidents of Serious Nature , Cerebral Palsy, , Polio, All Strokes Leading to Paralysis, Hemorrhages caused by accidents, All animal/reptile/insect bite or sting , chronic pancreatitis, Immuno suppressants, multiple sclerosis / motorneuron disease, status asthamaticus, sequalea of meningitis, osteoporosis, muscular dystrophies, sleep apnea syndrome(not related to obesity), any organ related (chronic) condition, sickle cell disease, systemic lupus erythematous (SLE), any connective tissue disorder, varicose veins, thrombo embolism venous thrombosis/venous thrombo embolism (VTE)], growth disorders, Graves' disease, Chronic obstructive Pulmonary Disease, Chronic Bronchitis, Asthma, Physiotherapy, Swine flu, Type 1 Diabetes, Rheumatoid Arthritis, Psoriasis/Psoriatic Arthritis, System lupus Erythematous, Inflammatory Bowel Diseases, Additions Diseases, Sjogren's Diseases, Hashimoyos Thyroiditis, Auto immune vacuities, Pernicious Anemia, Celiac disease, Auto immune myositis.  Will be considered for reimbursement under

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	attending doctor and / or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Congenital Anomalies:	Expenses for Treatment of Congenital Internal / External diseases, defects anomalies are covered under the policy
Psychiatric Ailment:	Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization.
All Advanced Medical Treatment:	All new kinds of approved advanced medical procedures for e.g., laser surgery, stem cell therapy, cyberknife/ robotic surgery / Uterine Artery Embolization & High Intensity
	Focussed Ultrasound (HIFU), Balloon Sinuplasty, Deep Brain Stimulation, Oral Chemotherapy, Immunotherapy Monoclonal Antibody to be given as injection, Intra vitreal Injections, Robotic Surgeries (Including Robotic Assisted Surgeries), Stereotactic Radio Surgeries, Bronchial Thermoplasty, Vaporisation of the Prostate (Green laser treatment for holmium laser treatment), Intra Operative Neuro Monitoring (IONM), for treatment of a disease is payable on hospitalization /day care surgery and no Sub Limit applicable.
Treatment for accidents on OPD Basis:	Treatment taken for Accidents can be payable even on OPD basis in Hospital up to Sum Insured
Taxes and Other charges:	All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges, Nursing, and Administration charges to be payable.
Genetic Disorder:	Treatment for Genetic Disorder and stem cell therapy is covered under the scheme.
Ailment/Procedure wise capping:	<ul> <li>Not Applicable except for Normal Delivery and LSCS.</li> <li>No Sublimit for Modern Treatment Methods &amp; Advancement in Technology.</li> </ul>
Lasik Surgery:	Correction of Eye sight is covered if the refractive error is + / - 7
Other Medical Treatment:	Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. are covered under the scheme. Treatment for all neurological/macular degenerative disorders
External and Durable Equipment:	Rental Charges for External and or durable Medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Bi-PAP, Infusion pump etc. will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
Cost of Artificial Limb:	Covered
Ambulatory devices:	Walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, elastocrepe bandages, external orthopedic pads, sub cutaneous insulin pump, Diabetic foot wear, Glucometer (including Glucose Test Strips)/ Nebulizer/prosthetic devise / Thermometer, alpha/ water bed and similar related items etc., will be covered
Physiotherapy Charges:	Physiotherapy charges shall be covered for the period specified by the Medical Practitioner even if taken at home.
Critical Illness:	Critical Illness is to be provided to the employee only subject to a sum insured of INR 1,00,000/. Cover starts on inception of the policy. In case an employee contracts a Critical Illness as listed below, the total sum insured of INR 1,00,000/- is paid, as a benefit. This benefit is provided on first detection/diagnosis of the Critical Illness.  • Cancer including Leukaemia  • Stroke  • Paralysis  • By Pass Surgery  • Major Organ/bone marrow Transplant  • End Stage Liver Disease
	Heart Attack     Kidney Failure

	Heart Valve Replacement Surgery     Hospitalization is not required to claim this benefit. Further the Employee can claim
	the cost of hospitalization on the same from the Group Mediclaim Policy as cashless / reimbursement of expenses for the treatment taken by him.
	Under this policy there would be no waiting period for the payment of the claim on the inception of the policy, nor any survival period for the payment of the claim on the individual contracting any of the above-mentioned Critical Illness.
Claim Intimation:	In case of emergency hospitalization within 7 days from the time of Hospitalization/ Domiciliary Hospitalization
Claim Document	Within 30 days from the date of discharge from the hospital. In case of post-
Submission:	hospitalization, treatment (limited to 90 days), all claim documents should be submitted within 30 days after completion of such treatment.

Waiver of these Conditions (Claim Intimation & Submission) may be considered in extreme cases of hardship where it is proved to the satisfaction of the Bank that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or deliberate or file claim within the prescribed time-limit.

#### **INDICATIVE DAY CARE LIST**

Expenses on Hospitalization for minimum period of a day are admissible. However, this time limit shall not be applied to specific treatments, such as:

1	Adenoidectomy	19	Haemo dialysis
2	Appendectomy	20	Fissurectomy / Fistulectomy
3	Auroplasty not Cosmetic in nature	21	Mastoidectomy
4	Coronary angiography /Renal	22	Hydrocele
5	Coronary angioplasty	23	Hysterectomy
6	Dental surgery	24	Inguinal/ventral/umbilical/femoral hernia
7	D&C	25	Parenteral chemotherapy
8	Excision of cyst/granuloma/lump/tumor	26	Polypectomy
9	Eye surgery	27	Septoplasty
10	Fracture including hairline fracture/ dislocation	28	Piles/ fistula
11	Radiotherapy	29	Prostate surgeries
12	Chemotherapy including parental chemotherapy	30	Sinusitis surgeries
13	Lithotripsy	31	Tonsillectomy
14	Incision and drainage of abscess	32	Liver aspiration
15	Varicocelectomy	33	Sclerotherapy
16	Wound suturing	34	Varicose Vein Ligation
17	FESS	35	All scopies along with biopsies
18	Operations/Micro surgical operations on the nose, middle ear/internal ear, tongue, mouth, face, tonsils	36	Lumbar puncture
	& adenoids, salivary glands & salivary ducts, breast, skin & subcutaneous tissues, digestive tract, female/male sexual organs.		Ascitic Pleural tapping

<sup>\*\*</sup> If Insurer has any pre-agreed mutual tariff/ package/ PPN rates with the Network Hospital/ Provider, the same will not be a binding condition for the servicing of the policy and the Insured will not be liable for any financial penalization or to make payment for any such difference in the rates applicable. The same will be an agreement between the Insurance Company/ servicing TPA and the Network Hospital/ Provider, client will not be a party to the same.

This condition will also not apply in case of stay in hospital of less than a day provided 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 which would have otherwise required hospitalization of more than a day.

	Policy Exclusions
1	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).
2	<ul> <li>A) Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.</li> <li>B) Vaccination or inoculation.</li> <li>C) Change of life or cosmetic or aesthetic treatment of any description is not covered.</li> <li>D) Plastic surgery other than as may be necessitated due to an accident or as part of any illness.</li> </ul>
3	Cost of spectacles and contact lenses, hearing aids. Other than Intra-Ocular Lenses and Cochlear Implant.
4	Dental treatment or surgery of any kind which are done in a dental clinic and those that are cosmetic in nature.
5	Convalescence, rest cure, Obesity treatment and its complications including morbid obesity, treatment relating disorders, Venereal disease, intentional self-injury and use of intoxication drugs / alcohol.
6	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 lymphadinopathy 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.
7	Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home, unless recommended by the attending doctor.
8	Expenses on vitamins and tonics unless forming part of treatment for injury or diseases as certified by the attending physician.
9	Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials.
10	All non-medical expenses including convenience items for personal comfort such as charges for telephone, television, /barber or beauty services, diet charges, baby food, cosmetics, tissue paper, diapers, sanitary pads, toiletry items and similar incidental expenses, unless and otherwise they are necessitated during the course of treatment.
11	Attempted suicide, war, invasion, nuclear radiation is not covered.

<sup>\*\*</sup>The above coverages are indicative only and extensive detailed wordings will be applicable as per the 11<sup>th</sup> Bipartite Settlement.

We do hereby agree to comply with the Policy Terms and conditions mentioned in the Tender Document (as per 11th Bipartite Settlement), any deviation noted in the policy Terms and conditions will lead to Disqualification in Participation.

(Signature of Insurance Company with Seal)

#### **SECTION IV**

#### **Proposal Requirements**

The following sections include the information necessary for your organization to respond to this **RFP**. Your proposal must:

- i. 24<sup>th</sup> July 2024 will be the effective date for Policy inception and administration for the Inservice Employee Policy.
- ii. Answer all questions in the following sections clearly and concisely; and
- iii. Technical bids will be an integral part of the RFP
- iv. Pre- Bid Queries to be submitted on or before -02th July, 2024 up to 05:00 PM.

Failure to submit the proposal within the stipulated time will result in disqualification of the proposal.

Failure to submit the proposal within the stipulated time will result in disqualification of the proposal.

#### **General Information**

The objective is to ensure that this Group Medical Insurance plan is managed at a high service level and in the most cost-effective manner as possible. The insurer must have the flexibility necessary to respond to Prathama UP Gramin Bank's current and changing needs.

Prathama UP Gramin Bank's primary objective in conducting this RFP is to contract with an insurer who: Matches the desired plan design and contract provisions; and demonstrates the ability to deliver high quality services across the country at a competitive price.

Questions concerning the RFP or its attachments can be directed to Shri Deepak, Asst. General Manager. No answer to the questions concerning the RFP will be provided over the phone. Please submit all questions in writing by email to hrd@prathamaupbank.com; and; pupgbcommunications@kmdastur.com under copy to hrdsupgb@supgbank.co.in latest by 05:00 PM. On **02**<sup>th</sup> July, 2024

## **Evaluation Criteria for Technical Bids**

Sr. No.	Criterion	<u>Points</u>	<u>Total</u>	Self-Assessment Scoring by IC
1	Number of Years Since License given by IRDA as on date		10	
	1. 3 Years, <=5 Years	4		
	2. > 5 Years, <=7 Years	6		
	3. > 7 Years, <=10 Years	8		
	4. >10 Years	10		
2	Health Premium underwritten within India (INR. In		10	
	Crores) as on 31/03/2024			
	1. Up to Rs. 500 Crores	4		
	2. > Rs. 500 Crores, <= Rs.750 Crores	6		
	3. > Rs. 750 Crores, <=Rs. 1000 Crores	8		
	4. > Rs. 1000 Crores	10		
	Number of overall Group Mediclaim lives covered		10	
3	during Financial Year FY: 2023-24			
	1. Up to 50,000	4		
	2. >50,000, <=100,000	6		
	3. >100,000, <=150,000	8		
	4. >150,000	10		
4	Solvency Margin for FY: 2023-24 only applicable for Private Insurance Companies		10	
	1. <1.49	4		
	2. 1.50, <=1.64	6		
	3. 1.65, <=1.80	8		
	4. >1.80	10		
	(PSU Insurers are eligible for 10 Marks)			
5	Claim Settlement Ratio for FY: 2023-24 (Total claims settled during the year/ Total Claims received during the year)		10	
	1. <=75%	4		
	2. >75%, <=80%	6		
	3.>80%,<=90%	8		
	4. >90%	10		
6	Aging of Claims for FY: 2023-24 (% of Claims settled within Three Months as of 31.03.2024)		10	
	1. <=75%	4		
-	2. >75%, <=85%	6		
	3. >85%, <=95%	8		
	4. >95%	10		

7	Grievance Ratio (Number of Grievances per 10,000 policies) for FY: 2023-24		10	
	1. =>3 per 10,000	4		
	2. =>2 per 10,000 <3	6		
	3. =>1.5 per 10,000, <2	8		
	4. <1.5 per 10,000	10		
8	Grievance Redressal Ratio (Percentage of Grievances/ Complaints Resolved against Total Complaints / Grievance registered) for FY: 2023-24		10	
	1. <=30%	4		
	2. >30%, <=45%	6		
	3. >45%, <=60%	8		
	4. >60%	10		
9	Number of Hospitals in PAN India where Tie-up has been made by the company as of 31.03.2024, out of which minimum 100 hospitals should be in Uttar Pradesh		10	
	1. =3000	4		
	2. >3000, <=4000	6		
	3. >4000, <=5000	8		
	4. >5000	10		
10	Number of Group Mediclaim Policies of Regional Rural Banks/ PSBs/ SCBs being serviced by the Insurance Company as on date of the Tender Publication		10	
	1. 2	4		
	2. >2, <=5	6		
	3. >5, <=10	8		
	4. > 10	10		
	Total		100	

Calculation of points to be considered on average basis in case of data sought for more than one financial year.

**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.

Bidders who score 70% (70/100) \*or more in the technical evaluation would qualify for the Financial bid. In the second stage, only those bidders, who have qualified through the above process on the basis of evaluation of their Technical Bids, will be allowed to participate in bidding process for financial bids. (\*However, Prathama UP Gramin Bank at its discretion may relax this criterion to ensure enough bidders participate in the Financial bid).

In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation, further in case of tie between the highest Technical Evaluation Score, the Insurance company with the Highest experience in serving Employee Benefit Policies in RRB will be given the preference.

#### Prathama UP Gramin Bank reserves the right to:

- Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
- Cancel the RFP / Tender at any stage, without assigning any reason whatsoever.
- Waive or change any formalities, irregularities, or consistencies in this proposal (format and delivery). Such a change/ waiver would be duly and publicly notified in the Prathama UP Gramin Bank's website / <a href="https://gem.gov.in/">https://gem.gov.in/</a> before the closure of the bid date.
- Extend the time for submission of all proposals and such an extension would be duly communicated by Prathama UP Gramin Bank.
- 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.

#### **Bid Submission**

- 1. The bid should be **signed by the bidder or any person duly authorized** to bind the bidder to the contract. The Authorized Signatory of the Insurance Company would comprise of Regional Manager/ Scale V & above or by such person authorized by virtue of Should enclose the Power of Attorney/ Board Resolution and through authenticated documentary evidence to 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**. Signature on all pages of the tender documents binds the acceptance of the Insurance Company towards all stated terms and conditions of the RFP.
- 2. 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 initial such corrections.

- 3. 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.
- 4. No columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.
- 5. The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter/ mail/ formal consent from the bidder to represent them at the time of opening of Technical bid. In case the bidder's representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time.

#### **Plan Design and Related Documents**

#### i. Plan Design

The Policy shall be in the Name of Prathama UP Gramin Bank's and hence two separate policies should be issued: -

i) In-Service Employees.

The terms and conditions of the Policy of in-service employee shall be as per the Scheme of Medical insurance as per the 11<sup>th</sup> Bi-Partite Settlement & 8<sup>th</sup> Joint Note dtd. 11/11/2020 for workman staff as described in the RFQ section.

#### **Employee Demography**

a. Working staff members of Prathama UP Gramin Bank, as on June, 2024 is as under-

Sr. No.	Category	Number of Employees-**Tentative Count
1	Officers	2593
2	Clerical/Award Staff	1505
	Grand Total	4098

<sup>\*\*</sup> Data (Count of employees on compulsory participation) shared is Indicative only and may vary due to New Joinee, Retirement and Resignation and final count along with dependent details will be shared during policy finalization/lodgement.

• A buffer time period of 90 days for addition/ deletion/ correction of any missed-out dependents will be provided by the Insurance Company post-inception of the Policy for effective data reconciliation

# <u>Further Demographic details & Updated Claims MIS can be obtained by placing a request mail to the following email id's</u>

<u>hrd@prathamaupbank.com</u> and; <u>pupgbcommunications@kmdastur.com</u> under copy to hrdsupgb@supgbank.co.in

#### ii. 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 Prathama UP Gramin Bank that, as at the date of submission:
  - i. the Bidder has to fully disclose to Prathama UP Gramin Bank in its Responses all information which could reasonably be regarded as affecting in any way Prathama UP Gramin Bank evaluation of the Response;
  - ii. all information contained in the Bidder's Response is true, accurate and complete; and not misleading in anyway;
  - iii. 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 Prathama UP Gramin Bank's reputation if the Response is successful;
  - iv. the Bidder will immediately notify Prathama UP Gramin Bank of the occurrence of any event, factor circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or Prathama UP Gramin Bank's reputation or render the Bidder unable to perform its obligations under the Prathama UP Gramin Bank agreement, if any or have a material adverse effect on the evaluation of the responses by Prathama UP Gramin Bank; and
  - v. the Bidder has not and will not seek to influence any decisions of Prathama UP Gramin Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.
  - vi. If selected, Bidder will not seek medical examination of any employee or family members for inclusion in the Policy.
  - vii. If selected, Bidder will not charge the Bank for pro-rata premium towards addition/ deletion of dependents separately. The premium will be charged on the basis of per unit/ per family as a whole entity as per the Family Definition mentioned in the RFP.

#### **Document Annexures**

**Supporting Documents to be given:** 

- 1. IRDA License of the Insurance Company and subsequent renewal copies of license/ receipts
- 2. Audited Balance Sheet or CA certification of Net worth and Solvency Margin as of March 31<sup>st</sup>, 2024. (If audited balance sheet is not available for the current FY, then please provide the previous FYs audited balance sheet)
- 3. Annual Report or relevant Public Disclosure report indicating the Health/ Employee Benefit premium figures as of March 31<sup>st</sup> 2024 duly signed by the Authorized Signatory of the Insurer

All supporting documents should be additionally attested by authorized signatory and bidder to put company seal.

The UDAI of certifying CA is to be clearly mentioned.

General Manager

#### Annexure -A

# The responses and all supporting forms including those for points 6 and 7 below need to be attested by authorized signatory with company seal

Sr. No.	Parameters	Response
1	Number of Years Since License given by IRDA as on date	
2	Health/ Employee Benefit Premium underwritten within India as per NL- 4 (INR in Crores)	
3	Number of lives being serviced under Group Medical Insurance/ Employee Benefit Policies	
4	Claim Settlement Ratio	
5	Aging of Claims (% of Claims Settled within 3 months)	
6	All Public disclosure forms pertinent to claims – NL 37 and NL 39	
7	All Public disclosure forms pertinent to grievance - NL 45	
8	Number of PAN India Hospitals where cashless Tie-up has been made by the company	
9	Number of Group Mediclaim/ Employee Benefit Policy of Regional Rural Bank/ PSBs/ SCBs being serviced by the Insurance Company.	
10	Net worth of the Insurance Company as on 31/03/2024 (Certified copy of Net worth by the Auditor)	
11	Solvency Ratio of the Insurance Company as on 31/03/2024 (Certified copy of Solvency Ratio by the Auditor & NL-26)	

#### For Point Number 4 and 5 mentioned above, the following conditions will apply:

**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.

Prathama UP Gramin Bank reserves the right to verify/seek further clarity on the information provided against any or all points.

Brief description	of the TAT to l	be followed fo	or settling the	e Cashless/ Re	eimbursemen	ıt Cla

#### **Annexure B**

## **Undertaking for Terms of Engagement (On Company's Letterhead)**

We,	, a licensed Public/ Private Sector General Insurance Company Regula	ated by the
Insurance Regulatory ar	and Development Authority (IRDA) under License Code No	and
having its registered		
office at		_
hereby undertake and	nd confirm that we shall comply with the terms of engagement a	s per tender
document and hereby	y understand that the Bank reserves the right to Select the L1 Bidder	for Inservice
Employee policy.		
	Circulture of Authorized Circulture with Course	CI
	Signature of Authorized Signatory with Compa	anv Seai

#### **Annexure C**

### **Service Level Agreement**

This Service Level Agreemen	t ("Agreement") is made and executed on day of 2024 at					
Moradabad, Uttar Pradesh, India.						
BY AND BETWEEN						
, a lice	ensed Public Sector General Insurance Company authorized and Regulated by the					
Insurance Regulatory and De	evelopment Authority (IRDA) under License Code No and having its					
registered office at						
Prathama UP Gramin Bank,	a Regional Rural Bank, was constituted on 1st April, 2019 after amalgamation of					
	RRBs) namely Prathama Bank and Sarva UP Gramin Bank under subsection (1) of					
section 23 A of the Regional I	Rural Bank Act, 1976 (21 of 1976) vide Govt. of India Notification dated 22.02.2019					
_	at Prathama UP Gramin Bank, Ram Ganga Vihar Phase-II, Post Box NO. 446,					
Moradabad-244001, Uttar F	Pradesh.					
The purpose of this agreeme	ent is to set forth the terms and understandings of both parties with respect to the					
provisions of client services b	byInsurance Company Limited duly appointed by Prathama					
UP Gramin Bank for the	purpose of providing Group Mediclaim Insurance Coverage to the in-service					
employees and their depend	dents.					
Tenure of Agreement						
The Agreement will be for 1	year starting from the tentative Policy Inception date 24/07/2024 till 23/07/2025					
00:00 hrs.						
NOW THEREFORE in consid	eration of the mutual covenants, terms and conditions set forth in this SLA, the					
Parties agree as follows:						
1) Scope and responsibilities	es by Either Party:					
Scope of Work	Responsible Party					
Policy Document Issuance	Insurance Company Limited					
Addition, Deletion &	Insurance Company Limited					

**Insurance Company Limited** 

Insurance Company Limited

Correction of Member Claims Management

Administration of policy

### 2) Policy Administration & Turn Around Timelines:

Service Administration	Turn Around TAT
Issuance of Policy document by Insurer	07 working days from the date of
	acceptance of premium
Issuance of Endorsement (Addition, Deletion & Correction)	05 working days
Settlement Amount Payment on Account post submission of	30 working days
complete documents	

**3)** Claims process: Prathama UP Gramin Bank is responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with Prathama UP Gramin Bank's GMC Policy. To ensure full protection under Prathama UP Gramin Bank's GMC policy, Prathama UP Gramin Bank should familiarize themselves with the coverage conditions or other procedures immediately relating to claims and to the notification of those claims.

Collection of the Reimbursement Claim documents will be done weekly from designated regional offices of Prathama UP Gramin Bank by TPA/Insurer. Reimbursement Claim documents should be processed online from U.P.

Turn Around Time envisaged for rendering service by Insurance Company/ Shortlisted TPA:

Service	Maximum Turn Around Time
E-Card Issuance	Within 48 Hours
Physical Card Issuance	Within 10 working days
Cashless Approvals	Within 3 Hours
Processing of Reimbursement Claims	03 working days
Discharge Voucher	Within 10 Days
Resolution of Grievances	03 working days
Claims MIS	Monthly- By 5th day of the month
Claims Document collection by Insurance	Once in a week- Details of the representatives to be
Company/ Shortlisted TPA representatives from	shared within 1 week of Policy Issuance by the TPA or
respective Regional Offices of the Bank	Insurer

### 4) Escalation matrices

The mechanism and escalation matrices for reporting of issues pertaining to claims and deficiency in services to be provided during issuance of the policy. Any escalations have to be given a detailed response within 3 days of the escalation. In case of non-adherence of the above clause, a penalty of 2% would be levied on the claim amount in accordance with PPHI guidelines of IRDA, dated 22<sup>nd</sup> June, 2017.

## 5) Grievance redressal committee

The insurer to provide grievance redressal within 3 working days. Delay in response from the committee would

result into monetary penalty for the insurer of 2% of the claim amount in accordance with PPHI guidelines of IRDA, dated 22<sup>nd</sup> June, 2017.

There would be a monthly meet between decision makers at the insurer end and nominated personnel by the bank & representatives of KMD for addressing grievances where responses are not satisfactory.

### Confidentiality

Both parties will treat information received from the other relating to this agreement and to the client's business as confidential and will not disclose it to any other person not entitled to receive it except as may be necessary to fulfil their respective obligation in the conduct of this agreement and except as may be required by law or regulatory authority or information already in the public domain.

In witness where of the parties here to has set their respective hand and signed this deed with seal, on the day, month and year first above mentioned.

## First Party

For and on behalf of Prathama UP Gramin Bank

Signature	Witness
Signature	Signature
Name	Name
Designation	Designation
Second Party	
For and on behalf ofInsurance Co. Ltd.	Miller
Signature	Witness
	Signature
Name	Name
Designation	Designation

## Annexure D

## Reports to be submitted by Insurance Company/ Shortlisted TPA

## **Report Format by Insurance Company/ Shortlisted TPA**

Reports to be submitted by Insurance Company/ Shortlisted TPA

Claim Status	Claims Count	Value (Rs.)
	Paid Claims	
Cashless Settled		
Reimbursement Settled		
Total Paid		
	Repudiated Claims	
Repudiation due to Policy Terms & Conditions		
Repudiation - File Closed due to non-receipt of query reply		
Total Repudiated		
	Outstanding Claims	
Claims Passed		
Documents Shortfall		
Claims in Process		
Preauthorization's Issued		
Total Outstanding		
Total Reported		

Age Band Analysis				
Age Band	Claims	Value (Rs.)		
0-35				
36-45				
46-55				
56-65				
66-75				
76-85				
86 & Above				
Grand Total				

Beneficiary Analysis Report						
Beneficiary Claims Value (Rs.)						
Self						
Spouse						
Child						
Parents/ Parent-In- Laws						
Siblings						
Grand Total						

Amount Band Analysis Report			
Amount Band	Claims	Value (Rs.)	
0-10000			
10001-25000			
25001-50000			
50001-100000			
100001-200000			
200001 and Above			
Grand Total			

# Annexure-E: Financial Bid Format

## To be Uploaded in GeM portal:

### **Details for Financial Bid for In Service Employee Policy**

Desc: Appointment of IRDA approved Public and Private-Sector General Insurance Company for providing Group Mediclaim Policy of Prathama UP Gramin Bank for Inservice & their dependents

Price Header	In-service Employees
Premium excluding GST to be mentioned for a Single Unit (Per Family in Rs) For Clerical/ Sub-Staff Employees	(A)
Premium excluding GST to be mentioned for a Single Unit (Per Family in Rs) For Officers	(B)
Consolidated Premium excluding GST (Per Family in Rs)	(A)+(B)
Applicable Taxes	

The above rates shall be inclusive of management expenses, TPA charges and Intermediary fees as per actuals as defined in IRDAI regulations, 2018.

<sup>\*</sup>As per the family definition mentioned in the RFP, premium to be quoted on per family basis without taxes.

<sup>\*\*</sup> It is compulsory to submit Cadre wise Price Bid as per above format.

<sup>\*\*</sup> Data (Count of employees on compulsory participation) shared is Indicative only and may vary due to New Joinee, Retirement and Resignation and final count along with dependent details will be shared during policy finalization)

## **Annexure-F**

## **Undertaking from Insurance Company**

Th	is has reference to the RFP published in the website of Prathama UP Gramin Bank on
In 	response to the RFP, we have submitted our technical & financial bid at the GeM e-portal In connection with the above bid, we hereby declare as under: -
	I — That we are neither related to any of your Trustees, Officers and others employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
	II—That we have submitted the bid in the name of M/s and declare that no other bids have been submitted by us in the same name of any other firms/ companies/ proprietors / individuals which comes under the same management and related parties.
	III – We hereby undertake that in case of any violations to the above declarations at any stage of the contract, Prathama UP Gramin Bank reserves the sole right to cancel the contract and recover the full value of the contract from us.
	IV- We do hereby agree to comply with the Policy Terms and conditions mentioned in the Tender Document, any deviation noted in the policy Terms and conditions will lead to Disqualification in Participation.
	V- We hereby do agree to provide the cadre wise price Bid of Inservice employee Policy.
	For and on behalf of
	(Authorized Signatory with company seal/ Stamp)

## **Annexure-G**

COMPANY INFORMATION					
A. SNAPS	A. SNAPSHOT				
	Name of the Insurer				
	Head Office (Address)				
	Website & e mail				
1	Authorized Office Address submitting RFP				
2	Date of Commencement of Business (MM/YYYY)				
3	IRDA License obtained since (Copy of IRDA License since issuance till date to be enclosed)				
4	Number of Branches/Offices in India as on 31.03.2024				
5	Total No. of Employees in India as on 31.03.2024				

## Annexure-H

## **Grievance Ratio & Redressal**

Please provide a data pertaining to grievance redressal in the format given below for last FY' (Number of Grievances per 10,000 policies)

Data Up to the quarter ending: 31st March 2024 (No. of claims only)

Financial Year	2023-2024
Opening Balance of Complaints/ Grievances	
Total Complaints / Grievance registered up to the quarter during the financial year	
No. of Complaints/ grievances resolved during the financial year (Complaints Resolved includes Fully Accepted, Partially Accepted & Rejected)	
No. of Complaints/ grievances pending at the end of the financial year	
Grievance Redressal Ratio (Percentage of Grievances/Complaints Resolved against Total Complaints / Grievance registered)	
Total No. of Policy Complaints (current year) per 10,000 policies (current year):	
Total No. of Claim Complaints (current year) per 10,000 claims registered (current year):	

## Annexure-I

## **Bank Servicing Experience**

A. List of Regional Rural Banks/ PSBs/ SCBs having an actively servicing Group Medical Policy from the participating underwriting office of the Insurer as on the date of tender publication:

		Date of	Date of	
S No.	Name of the Bank	Commencement of Policy	Expiry of Policy	Premium in INR
		(mm/yy)	(mm/yy)	

## Annexure-J

## **Insurance Company Hospital Network**

• Please provide the details of existing hospital network for each TPA enlisted.

SI. No	Name of the Insurance Company	Total number of hospitals in the network Till March 31st,2024	
		PAN India Hospital Count	Uttar Pradesh Hospital Count

 Please provide details of your Hospital Network across various districts in Uttar Pradesh as on March 31<sup>st</sup>,2024

Name of District	Count of Hospitals on Panel for providing Cashless facility
Total	

### **Annexure-K**

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

### **DECLARATION CERTIFICATE**

- e) I / We do hereby declare that there is no case with Police / Court / IRDA / SEBI / Regulatory authorities against proprietor / firm / partner /employee.
- f) Also, I / We have not been suspended/penalized / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking/ IRDA / SEBI / Autonomous Body / Financial Institution / Court.
- g) We certify that neither our company nor any of the / Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.
- h) 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 Authorized Signatory with Seal

## Annexure-L

minimu	s of Overall Group Medi m of 25,000 lives n Premium underwritten			•	_
				(Data Up to the qua	rter ending: 31st March 2024)
Name o	f the Insurance Compan	y: 			
Group N	Лediclaim Policy Details	(Policy Copy t	o be Encl	osed for verification)	
Sr. No.	Name of Insured	Address of I	nsured	Number of Lives	Total Premium (Rs in Lakhs)
1					
	Premium underwritten w	vithin India (II		res) (NL- 4 to be Encl	osed for verification)
Net Written Premium- Health (Amount in Crores)					
Signatu	re of the Authorized Sigr	natory with Se	eal		

## **Annexure-M**

## (NL- 37 & NL-39 to be enclosed for verification)

	Claim Settlement Ratio pertaining to Health Portfolio s settled within Three Months) for Financial Year 2023-
UNDERTAKING I. designated as On b	ehalf of Insurance Company
hereby confirm that we have a Settlement ratio for Hea	alth Insurance Claims for the last three Financial Years as
mentioned below:	
Claims Experience	Financial Year: 2023-24
Count of Claims O/S at the beginning of the	
Financial Year	
Total Count of Claims reported during the Financial	
Year	
Claims Settled/ Paid during the Financial Year	
Claims Repudiated during the Financial Year	
Claims Outstanding at End of the Financial Year	
Claim Settlement Ratio*	
Ageing of Claims (% of Claims settled within Three	
Months) for Financial Year 2023-2024**	
*(No. of claims paid/ Total Number of Claims reported the beginning of the Financial Year & Claims reported **(No. of claims paid within TAT of 3 months / Total N Claims Outstanding at the beginning of the Financial Y	during the Financial Year) Iumber of Claims reported for the entire year including
Signature of the Authorized Signatory with Seal  Date Place:	

## **Annexure- N**

## **Authorization letter**

(To be submitted on company letterhead via email)

To,			
Prathama UP Gramin Bank, Ram Ganga Vihar Phase-II, Post Box NO. 446,			
Moradabad-244001, Uttar Pr	adesh		
Authorization Letter: For part	ticipating in the Tende	r Process - Request for Proposal f	or Renewal of Group
Mediclaim Policy for In-Service	ce Employees of Pratha	ama UP Gramin Bank	
Dear Sir,			
We,	(name of the Ir	nsurance company) hereby a	uthorize our Underwriting
office to a	ttend the pre bid meet	ting & participate in the Tender pr	ocess of the subject RFP. The
details of the authorized pers	onnel is as under:		
Sr. No Name	Designation	Details -of Underwriting office	E-Mail ID for VC invite
Kindly send the VC link for pre	bid meeting on the ab	pove-mentioned email id of the au	thorized personnel.
Yours faithfully,			
Signature with seal/ stamp DO	GM/GM- Corporate Off	ice	
Name:			
Designation:			

#### Annexure- O

## **Confidentiality Undertaking**

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for Group Mediclaim Policy for Prathama UP Gramin Bank's In-Service Employees, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a Financial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Prathama UP Gramin Bank and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

- 1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
- 2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
- 3. We shall not disclose any Confidential Information to any other person or firm, other than the following: -
- With your prior written consent, such consent not to be unreasonably withheld;
- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
- 4. We shall not disclose or divulge any of the Confidential Information to any other party of (name of product vendor / implementation partner)
- 5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein
- 6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising

from it shall be subject to the exclusive jurisdiction of the Moradabad courts.
Yours Sincerely
Signature and Stamp of Authorized Signatory Designation: Date:

### PRE CONTRACT INTEGRITY PACT

# (TO BE STAMPED AS AN AGREEMENT IN A NON-JUDICIAL STAMP PAPER OF KNOWN DENOMINATION)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 26th day of month June, 2024.

#### Between

Prathama UP Gramin Bank, a body corporate constituted under the RRB Act, 1976 having its Head Office at Head Office, Ram Ganga Vihar Phase-II, Post Box NO. 446, Moradabad-244001, Uttar Pradesh (INDIA) hereinafter referred to as Prathama UP Gramin Bank (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns)

#### And

\_\_\_\_hereinafter referred to as "The Bidder"

### **Preamble**

Prathama UP Gramin Bank is one of the Regional Rural Bank having its presence through its 949 branches and 13 Regional offices throughout Uttar Pradesh. Prathama UP Gramin Bank is committed to fair and transparent procedure in appointing of it's outsource service providers.

The Prathama UP Gramin Bank intends to appoint/ select, under laid down organizational procedures, contract/s for Renewal of Group Mediclaim Policy Prathama UP Gramin Bank's In-Service Employees Policy Period from 24.07.2024- 23.07.2025 The Prathama UP Gramin Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Prathama UP Gramin Bank will appoint Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 - Commitments of Prathama UP Gramin Bank**

- 1) The Prathama UP Gramin Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - a. No employee of the Prathama UP Gramin Bank , 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 monetary or non-monetary benefit which the person is not legally entitled to
  - b. The Prathama UP Gramin Bank will, during the tender process treat all Bidder(s) with equity and reason. The Prathama UP Gramin Bank 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 Prathama UP Gramin Bank will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the Prathama UP Gramin Bank 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 Prathama UP Gramin Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, Promise or give to any of the Prathama UP Gramin Bank's employee 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) 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) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Prathama UP Gramin Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
- **e.** The Bidder(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) 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) 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), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Prathama UP Gramin Bank is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force

## **Section 4 - Compensation for Damages**

- 1) If the Prathama UP Gramin Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Prathama UP Gramin Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Prathama UP Gramin Bank has terminated the contract according to Section 3, or if the Prathama UP Gramin Bank is entitled to terminate the contract according to Section the Prathama UP Gramin Bank shall be entitled to demand and recover from the Bidder liquidated damages of the Contract valueor 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 or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### Section 6 - Equal treatment of all Bidders / Subcontractors

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

### Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)

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

## **Section 8 - Independent External Monitor**

- 1) The Prathama UP Gramin Bank has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: 1. P.K. Sangewar (email id: sangeware@gmail.com and 2. Lt Gen Raman Dhawan (email id: romidhawan4@yahoo.com) appointed competent and credible Independent External Monitor for this Pact after approvalby Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties complywith the obligations under this agreement.
- 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 as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Prathama UP Gramin Bank including that provided by the Bidder. The Bidder 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) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform Prathama UP Gramin Bank and recuse himself / herself from that case.
- 5) The Prathama UP Gramin Bank 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 Prathama UP Gramin Bank and the Bidder. The partiesoffer to the Monitor the option to participate in such meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Prathama UP Gramin Bank 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 ina specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Prathama UP Gramin Bank officials within 15 days from the date of reference or intimation to him by the Prathama UP Gramin Bank and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Prathama UP Gramin Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Prathama UP Gramin Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

## **Section 9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDERshall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract

period, 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 discharged / determined by Prathama UP Gramin Bank.

## **Section 11 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Prathama UP Gramin Bank, i.e. Moradabad.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder 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 scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Prathama UP Gramin Bank)	(For & On behalf of Bidder)
(Office Seal)	(Office Seal)
Place	
Date	
Witness1:	
(Name & Address)	
Witness2:	
(Name & Address)	