Tender from Reputed Insurance Companies

For

Group Medi-Claim Policy in respect of Contractual employees and their dependents

EdCIL (India) Limited
(A "MINI RATNA" Category-I, CPSE of Govt. of India)

Corporate Office

'EdCIL House', Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 – 4156001-002, 2970206-07, 4154003 Fax: 0120 – 2970209

Regd. Office

Vijay Building, 5th Floor,
17-Barakhamba Road,
New Delhi-110001

Contact Person for any clarification: Shri Sushant Dey, Manager (HR & Admin), EdCIL
0120 – 4156001-002, 2970206-07, 4154003
Fax: 0120 – 2970209

EdCIL (India) Limited

(A "MINI RATNA Category-I," CPSE of Govt. of India)

(An ISO 9001-2015 & 14001-2015 Certified Company) EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)

Call for tender from Reputed Insurance Companies

For

Group Medi-Claim Policy in respect of Contractual employees and their dependents

Tender Ref. No. EdCIL/HR&Admin/Group-Med/Contractual Staff 2024-25 (2) dated 22.05.2024	
Place for opening of the bid	EdCIL House EdCIL (India) Limited (A Government of India Enterprise) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	31.05.2024 upto 1500 hrs
Date & Time of Opening of Bid	31.05.2024 at 15.30 hrs

The tender Document may be downloaded from the EdCIL's website: www.edcilindia.co.in. The complete Tender document may be sent to the Manager (HR & Admin), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201 301 (U.P) so as to reach the office on or before **31.05.2024 up to 15:00 hrs.**

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INTRODUCTION

EdCIL (India) Limited, a Mini Ratna CPSE (Central Public Sector Enterprise) and ISO 9001:2015 & 14001:2015 Certified Company was incorporated in 1981, under the Ministry of Education (earlier Ministry of Human Resource Development) having its corporate office, EdCIL House, 18A, Sector 16A, Noida. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) mandated to serve the education sector over four decades of education sector experience and a large number of satisfied clients.

EdCIL provided the Group Medi-claim policy to Contractual employees since 2011. Contractual employees of EdCIL are eligible for Medi-Claim Insurance with a cover of Rs. 3 lacs for each eligible contractual employee with family, comprising of spouse and 2 wholly dependent children upto age of 25 years.

EdCIL wishes to roll on a “Group Medi-Claim Policy for the year 2024-25 for contractual employees and their dependent” as per Scope of work mentioned in Chapter 3.

Schedule for invitation to Tender

1.	Name of the issuing office	**EdCIL (India) Ltd.** **Plot No. 18A, Sector-16 A** **Noida-201301 (U.P.)**
2.	Contact person	**Manager (HR & Admin)** **EdCIL (India) Ltd.** **Plot No. 18A, Sector-16 A** **Noida-201301 (U.P.)**
3.	Date of Bid Specification document to be available on the website www.edcilindia.co.in	**22.05.2024 to 31.05.2024 (up to 1500 hrs.)**
4.	Last date and time for submission of RFP Documents	**31.05.2024 (up to 1500 hrs.)**
5.	Date and time of opening of Bid	**31.05.2024 (up to 1530 hrs.)**
6.	Place of opening of Bid Document	**EdCIL (India) Ltd.** **Plot No. 18-A, Sector-16 A** **Noida-201301 (U.P.)**

Chapter-1
(Instructions to Bidder)

1. General Instructions

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

2. Last date for Submission of Tender Document:

Sealed Bids may be submitted to the following address:

Manager (HR & Admin),
EdCIL (India) Limited,
18A, Sector 16A,
Noida – 201 301 (U.P)

On or before 31.05.2024 up to 15.00 hrs.

3. Submission of Bid:

(a) The Bidder should submit Bids subscribing "**Bid for Group Medi-Claim Policy for the year 2024-2025 in respect of Contractual employees and their dependents" .**

b) The Bid should be addressed to: Manager (HR & Admin), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201301 (U.P).

c) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Financial Terms and Conditions must be signed by the tenderer. GST or any other Govt. duties etc. as applicable should be quoted separately, failing which, EdCIL shall have no liability to pay these charges, and the liability shall be that of the tenderer.

d) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

e) The sealed tender should be dropped in the tender box before the due date and time. EdCIL shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever. Tenders received after due date and time and in unsealed condition will not be taken into consideration under any circumstances.

4. Technical Specifications

The Technical specifications must be submitted in a spiral bind report format containing the documents arranged and labelled as per the following index.

a) Covering letter on official letter head duly signed by the authorized person **(Annexure –I).**

b) Company Profile.

c) Documentary evidence in respect of eligibility criteria. Each document should be labelled on the top right so as to indicate the eligibility criteria serial number.

5. Financial Bid

The Financial Bid should be according to the format given in the Tender Document **(Annexure-II).** The Financial Bid should contain the following:

a) Covering Letter from the Bidder duly signed.

b) Insurance premium to be quoted for contractual employee as indicated in **(Annexure-II)**. GST must be separately indicated.

c) Total Bid amount in terms of INR for a year (on annual basis) covering all the Contractual employees & their dependent as indicated in the **Annexure-II**.

d) The Financial Bid shall be opened only for the technically short-listed vendors on specified date and time in EdCIL. One representative from the company may be present, if they desire so, at the opening of the Financial Bid.

e) The decision of the EdCIL arrived at as above shall be final and representation of any kind shall not be entertained on the above.

f) Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from Bidding for the EdCIL tenders in future for a period of three years.

g) EdCIL shall have no obligation to convey reason for rejection of any Bid. It shall be opened for EdCIL to reject even the lowest Bidder, in the interest of the "Company" and no reason need to be given thereof.

6. **Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the EdCIL may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing. **(Email: hrhelpdesk@edcil.co.in)**

7. Effects and Validity Offer

a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against EdCIL for rejection of his offer. EdCIL reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the service.

b) The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) calendar days from the date of opening of Bid.

c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by EdCIL to the tenderer. While the offer is under consideration, if necessary, EdCIL may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.

d) EdCIL shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through telex/telegram/fax or e-mail would not be considered as a valid offer. No further correspondence will be entertained in this matter.

e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with EdCIL shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with GST/TIN/PAN number allotted by the Tax authorities shall invariably be given in the tender.

EdCIL reserves the right to award the contract to any of the bidders irrespective of not being lowest; taking into consideration the interest of EdCIL and in this respect, decision of EdCIL shall be final.

8. Tender Opening and Selection of Firm or their Authorized Service Provider

Bids will be opened at the notified location on 31.05.2024 at 15.30 hrs in the presence of Bidders or their authorized representatives, who wish to be present.

Bidders will be selected by the following steps given as under.

a) Selection of Bidder as the Service Provider who offers the lowest price and meets the financial qualification requirements from the technically qualified short-listed vendors.

b) Vendors will be short listed by the duly constituted Tender Evaluation Committee (TEC). The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.

9. Acceptance of Offer

The tender shall be processed as per standard procedure. EdCIL, however, reserves the right to reject the tender without disclosing any reason. EdCIL would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

10. Signing of Agreement

The successful bidder shall execute an Agreement as per the format prescribed by EdCIL based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, EdCIL, based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the contract for a period of another year.

11. Provision of Top-Up

There should be a provision/ arrangement to top up in the policy by any individual employee or group.

Chapter-2

Evaluation of Technical Specification

Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily.

Eligibility Criteria

Sl. No.	Qualification	Documentary Evidence to be attached
1	Insurance Company should be registered/approved with IRDA or enabled by a Central Legislation to undertake insurance related activities.	Copies of certificates.
2	Details of Insurance Company's full-fledged establishment.	Details of Healthcare Centres with whom bidder has arrangements in Delhi / NCR.
3	Experience in catering to health insurance of 200 families or more under one group health insurance scheme either in 2021-22, 2022-23 & 2023-24.	List of clients
4	PAN /TAN, GST registration	Self attested copies of valid certificates
5	Proof of having done Annual health Insurance business for more than *Rs. 100 crores* premium during the last year.	Copies of audited Annual Reports of F.Y. 2022-2023/Certification from CA
6	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Undertaking as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)

Chapter-3

(Scope of Work)

1. Scope of Work

1.1 The Health Insurance Policy is to extend coverage to contractual employees on the rolls of EdCIL.

1.2 Categories of coverage:

Category of Employees	Sum Insured per family unit (Rs. In Lacs)
Contractual Employees	3.00 (Three Lakhs)

1.3 Definition of family:

Categories of Employees	**Definition of family unit**	**Period of contract of Group medi-claim policy**
Contractual employees	Contractual employee, spouse and 2 wholly dependent children upto age of 25 years	08.06.2024 to 07.06.2025 (May be renewed for further one year on mutual consent)

1.4 List of employees & dependants eligible for coverage as on 22.05.2024 (Annexure -A)

No. of employees	**No. of dependants**	**Total No. of lives**
Contractual employees (38 Nos.)	80 Nos.	118

The actual number may vary depending upon inclusions/exclusions. EdCIL will advise fresh inclusions as and when eligible for coverage and pro-rata premium shall be charged/ payable for such inclusions during the year. Similarly, pro-rata premium shall be refundable upon exclusion of employees.

CHAPTER 4

(GENERAL TERMS & CONDITIONS OF CONTRACT)

1. **Sum Insured**

   The sum insured indicated for insurance cover category-wise is as mentioned in Chapter 3 - Scope of Work

2. **Period of Coverage, Extension and Termination**

   (a) The insurance policy shall be initially for 1 year which may be renewed for further period of one year on mutual consent.

   (b) EdCIL may terminate the agreement by giving a written one-month advance notice for pre-mature cancellation of Policy if :

   (i) The Service Provider becomes bankrupt or is otherwise declared insolvent.
   (ii) The quality of services rendered to EdCIL gets degraded and/or is not up to satisfaction of EdCIL.

   (c) The Service Provider may submit request for termination of agreement by giving at least three months advance notice to EdCIL.

   In either case, premium should be refunded on pro-rata basis.

3. **Beneficiary**

   The Insurance Policy of "Group Medi-Claim Policy in respect of Contractual employees and their dependent" shall be in the name of EdCIL (India) Limited.

4. **Award of Contract**

   (a) EdCIL will convey the final acceptance of bid in writing to the successful bidder. The bidder will have no right or claim in case of rejection of a bid.
   (b) The contract will be awarded to the successful bidder whose bid is determined to be responsive and has been evaluated to be the lowest bid. The decision of EdCIL shall be final in this regard, as per the Tender conditions.
   (c) Partial/incomplete bid shall be rejected forthwith.
   (d) Notwithstanding anything contained herein, EdCIL reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The successful bidder shall be fully responsible and shall be bound to perform the job allocated to him at the rates that have been accepted by EdCIL.

5. **TAXES AND DUTIES**

Taxes shall be separately quoted. EdCIL shall deduct taxes at source, if applicable. TDS certificate would be furnished by EdCIL.

6. **Settlement of Dispute and Jurisdiction**

a) Disputes if any, arising during the contract period shall be negotiated / discussed at once in order to resolve the same, failing which regular Courts at Delhi only will be have jurisdiction to adjudicate upon the matter.

b) The arbitration shall be conducted in English language and the venue of the arbitration shall be New Delhi/ Noida.

c) The sole arbitrator shall be appointed by the Chairman & Managing Director (CMD) of EdCIL or his nominee whose decision in this regard shall be final & binding.

7. The successful Bidder will sign a contract as per the Terms and Conditions given in Annexure-III.

CHAPTER 5

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. **Coverage of all Pre-existing diseases or ailment / injuries:**

All ailments / diseases / injuries / health condition which are pre-existing (treated / untreated, declared / not declared in the proposal form), shall be covered under the Policy.

Newly born babies will be covered from day one within overall limit of the family.

2. **Pre –hospitalisation and Post hospitalisation Expenses:**

(a) Pre – Hospitalisation: Relevant medical expenses incurred during the period up to 30 days prior to hospitalisation on diseases / illness / injury sustained will be considered as part of claim.

(b) Post – hospitalisation: relevant medical expenses incurred for the period 60 days after hospitalisation on diseases / illness / injury sustained will be considered as part of claim.

(c) Special Provision for Day care: The Insurance policy should provide day care coverage for specific treatment taken in network specialised day care centres where the insured is discharged on the same day like eye surgery, radio therapy, Coronary Angiography, treatment of fractures, chemotherapy, Dialysis, Endoscopies, Lithotripsy etc.

3. **Mid – term Addition / deletion of employees and their family members:**

Any additions / deletions of employees / dependent family members during the Policy period, shall be added / deleted in the Policy on pro–rata basis on intimation by EdCIL HR Division.

4. **Discounts**: The Bidder should quote the rates after allowing the discounts in accordance with IRDA guidelines.

5. There should be a dedicated helpline (24 x 7) from the TPA of Insurance Company available and the contact details should be furnished in the tender. Contact details of the TPA should be provided by the Insurance Company including the name of the contact person, contact numbers and postal & email address.

6. Door-step reimbursement facility for cases of reimbursement to individual and reimbursement amount can be made directly to the members only preferably within 15 days from the date of submission of required documents. The response time by the TPA at the time of admission should be maximum of six hours.

7. **Annual Expenditure of claims: -**

The insurance agency shall provide the annual expenditure of claims to EdCIL.

ANNEXURE – I

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

To,

Manager (HR & Admin)

EdCIL (India) Limited

18A, Sector 16A

Noida – 201301 (U.P)

Subject: Group Medi-Claim Policy for the year 2024 for contractual employees and their dependent

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the scope of the work as specified in the tender document and all other Bidding documents. We hereby propose to provide the insurance services as in the Bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial Bids.

Performance Security

The successful bidder on award of the project has to provide performance security of Rs.10,000/- (Rupees Ten Thousand).

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Bidding document. We further understand that the number of lives to be insured as specified in this Tender may increase or decrease at the time of Award of Contract Order or at a later stage as per the requirements of EdCIL, Noida.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

a) Submitted copies of certificates Insurance Company with IRDA or enabled by a Central Legislation to undertake insurance related activities: Yes/No
b) Submitted Details of Healthcare Centres with whom bidder has arrangements in Delhi/NCR: Yes/No
c) Submitted List of clients Experience in catering to health insurance of 200 families or more under one health insurance scheme either in 2021-2022, 2022-23, 2023-24: Yes/No
d) Submitted copies of audited Annual Reports of F/Y 2022-2023: Yes/No
e) Submitted undertaking as per S.No.6 of Technical evaluation: Yes/No
f) Submitted documents

i. Self –attested copy of PAN Registration: Yes/No
ii. Self-attested copy of TAN: Yes/No
iii. Self- attested copy of GST Registration: Yes/No
iv. Technical in a spiral bind report format containing the documents arranged as per technical bid 5.0
v. Financial bid submitted: Yes/No

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the EdCIL is not bound to accept the lowest or any Bid that it may receive.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date: Name:

Place: Designation:

Business Address: Seal

ANNEXURE - II

FINANCIAL BID

Name of the Firm :

Address of the Firm :

SCHEDULE OF RATE

Categories	Sum insured (Rs. In lakhs)	No. Of Family Units	Premium (as per age slab)	Discount if any	Net premium (on annual basis)	GST	Total Premium with tax (on annual basis)
(a) Premium for Contractual Employees	**3.00**	**38 families (118 lives) List attached**					
Total premium for contractual employees							

(b) Taxes to be quoted separately.

(c) Total Premium without GST in (i) Rs.

(ii) Rupees in words

(d) Total premium with GST in (i) Rs.

(ii) Rupees in words

Certified that no brokerage/ agency/ consultancy charges have been / will be paid against the above rates as this is a direct transaction with EdCIL.

(Authorized Signatory of the firm)

(With Authorized Seal)

Place :

Date :

ANNEXURE – III

CONTRACT AGREEMENT FORM

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

AGREEMENT BETWEEN EdCIL, NOIDA AND M/s----------

This agreement made on this day_____ between the EdCIL (India) Limited (A Government of India Mini Ratna Enterprise) and having its office at 'EdCIL House', 18A, Sector 16A, Noida-201 301 (U.P) (hereinafter referred to as the "EdCIL") and represented by the DGM (HR & A), EdCIL, Noida of one part and ----------of the other part.

Whereas the M/s_____ engaged in the business of insurance And Whereas the EdCIL is desirous of availing the service of M/s _____ for Group Medical Policy in respect of Contractual employees and their dependents,

Now it is hereby agreed by and between the parties here to as follows.
M/s _____ shall provide Group Medi-Claim Policy as specified in Chapter 3 of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.

2. TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on annual basis starting from_____ for EDCIL. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the EdCIL in this regard shall final and binding upon M/s_____. Any additions / deletions of employees / dependent family members during the Policy period, shall be added / deleted in the Policy at tender rate on pro – rata basis on intimation by EdCIL HR Division.

3. PAYMENT

Payment for the contract will be made on quarterly basis.

4. TERMINATION OF AGREEMENT

(a) The EdCIL may terminate the agreement by giving a written one-month advance notice to the Service Provider, if:

(i) The Service Provider becomes bankrupt or is otherwise declared insolvent.

(ii) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

(i) The quality of services rendered to EdCIL gets degraded.

(a) The Service Provider may request for termination of agreement by giving three-months Advance notice to EdCIL.

In either case, service provider may refund pro rata premium to EdCIL.

5. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.

- This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

- That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound.

- There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and

- No representation or warranty made herein contain any untrue statement.

6. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

7. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

8. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Chairman & Managing Director (C&MD) of EdCIL or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on C&MD, EdCIL requesting him to appoint an arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Noida and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

9. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

10. ASSIGNMENT/ AMENDMENT

M/s_____ shall have no right to assign its obligations under this Agreement without a written approval and permission from the EdCIL to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto.

11. HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

12. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

13. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

14. Implementation of Insolvency and Bankruptcy code, 2016 (IBC)

a) It will be the responsibility of the bidder to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the code.

b) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.

c) EdCIL reserves the right to cancel/ terminate the contract without any liability on the part of EdCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

d) EdCIL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the code regardless of the state of tendering.

e) A declaration/ undertaking shall be submitted by the bidder in the format (as per Annexure) alongwith techno commercial bid.

15. THE AGREEMENT

This document signed by both parties shall constitute the entire binding agreement between …….. and the EdCIL.

16. CLAIM SETTLEMENT PERIOD

Claims will be processed within 15 working days as per policy terms and conditions post receipt of documents at _____

17. As per the agreed service level agreement, the agency will provide the below mentioned documents in the following order:

a) **Annexure-A-** General Terms & condition of medi-claim policy in respect of contractual employees.
b) **Annexure-**B- Scope of work
c) **Annexure-**C- claim intimation form
d) **Annexure-**D-Day care procedure list
e) **Annexure-**E- Document check list
f) **Annexure-**F- Guidelines for cashless hospitalisation
g) **Annexure-**G- Reimbursement process
h) **Annexure-**H-Cashless process
i) **Annexure-**I- proforma for declaration on proceedings under insolvency and bankruptcy code 2016

Signed on behalf of EdCIL	Signed on behalf of M/s.....
Name…….	Name……..……
Designation…….	Designation……
Place: Noida	
Date:	
	Date
Authorized Signatory	Authorized Signatory

ANNEXURE - IV

SELF-DECLARATION – NON-BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

Manager (HR & Admin)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

In response to the Tender Ref No..... I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure- V

Proforma for declaration on proceedings under insolvency and bankruptcy code 2016

Tender No.:……..…….

Name of work:……

Bidder's Name:……..

I/We, M/s._____ declare that:-

(i) I/ We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

(ii) I/ We /are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.(attached detail with technical bid)

Note: strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Limited shall have the right to reject my/ our bid, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy