

Agreement for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

BETWEEN

Raipur Municipal Corporation (RMC) having its office at Nagar Nigam Head Office, Near Mahila Police Thana, White House, Gandhi Chowk, Raipur, Chhattisgarh, (hereinafter referred to as “Authority” or “RMC”, which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the FIRST PART;

AND

xxxxx, the **Qualified Bidder** (M/s.....), having its registered office at xxxxx (hereinafter referred to as the “Insurance Agency”; which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the Second PART

Wherein the Authority and Insurance Agency are individually referred to as Party jointly referred to as “Parties” and the expression “Authority” and “Insurance Agency”, shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

WHEREAS

- A. Authority is desirous to seek services from an IRDA certified Insurance Agency to provide Group Health Insurance to the employees and corporators of RMC including their dependents.
- B. The Authority had accordingly invited proposals by its Request for Proposal No. **646/GAD/RMC/2020** dated 18-09-2020 (the “Request for Proposal” or “RFP”) for selection of the Insurance Agency for providing Group Health Insurance to the regular employees and corporators of RMC.
- C. In response to the Request for Proposal document, the Authority received Proposals from various Bidders.
- D. Authority evaluated the Financial Proposals submitted by all Bidders who met the Technical Qualification Criterion specified in the RFP document.
- E. Authority has selected the Successful Bidder M/S through a competitive bidding process by its **Request for Proposal No. 646/GAD/RMC/2020 dated 18-09-2020** (the “Request for Proposal” or “RFP”) for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation ” as per the terms and conditions contained in the Request for Proposal (RFP) on Lowest Total Premium per annum basis. The Letter of Award bearing no. dated **DD-MM-2020** was awarded to the successful bidder.
- F. The initial term of Policy shall be of 1 (One) year from Effective Date as per terms of RFP, which may further be extended for any such period as agreed mutually without any increment in the rates and without any change in policy coverage.
- G. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as an Insurance Agency as per the roles and obligations as detailed out in the RFP, Agreement and its schedules/Annexes.

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- H. The Authority has agreed to the said request of the selected bidder or the Insurance Agency, and has accordingly agreed to enter into this Agreement with the Insurance Agency for Providing Group Health Insurance Policy for Regular Employees and Corporators of RMC” subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

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Article 1 : Definition and Interpretation

1.1 Definition

- 1.1.1 The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- 1.1.2 “**Accounting Year**” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
- 1.1.3 “**Agreement**” means this Contract Agreement for implementation of Group Health Insurance for employees and corporators of RMC, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- 1.1.4 “**Agreement Date**” means the date of execution of this Agreement i.e. **DD-MM-2020**;
- 1.1.5 “**Applicable Laws**” means all laws, brought into force and effect by GOI or **Insurance Regulatory and Development Authority of India (IRDAI)** or the State Government of Chhattisgarh including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- 1.1.6 “**Applicable Permits**” means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Insurance Agency under Applicable Laws during the subsistence of this Agreement;
- 1.1.7 “**Approvals**” means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental Authority and any other regulatory Authority, as may be applicable.
- 1.1.8 “**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- 1.1.9 “**Authority**” refers to Raipur Municipal Corporation (RMC) or the Agency that is nominated by it.
- 1.1.10 “**Bid**” means the documents in their entirety comprised in the bid submitted by the Insurance Agency in response to the RFP in accordance with the provisions thereof;
- 1.1.11 “**Bid Documents**” means the RFP and the Agreement including its schedules;
- 1.1.12 “**Business Day**” means a day on which banks are generally operate business in the Raipur, Chhattisgarh;
- 1.1.13 “**Effective Date**” means the date from which the policy come into effect i.e. the inception date. The Insurance policy for all the employees, corporators and their family members shall be made available and activated within 3 (three) days of receiving Cheque from the Authority by the Insurance Agency.
- 1.1.14 “**Clearance**” means, as on the date of execution of this Agreement or during the subsistence of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Policy;
- 1.1.15 “**Competent Authority**” means any Agency, Authority, department, ministry, public or

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statutory Person of the Government of Chhattisgarh or IRDAI or Government of India, or any local Authority, or any other subdivision thereof with Authority over aspects of implementation of the Policy having jurisdiction over all or any part of the Policy or the performance of all or any of the services or obligations of the Insurance Agency under or pursuant to this Agreement;

- 1.1.16 “Family”** means and includes Self, Spouse and 2 dependent children. In case of Son, the coverage will be applicable till he starts earning or attains the age of 25 years, whichever is earlier. In case of daughter, the coverage will be applicable till she starts earning or gets married, whichever is earlier irrespective of age limit. There is no age limit in case of specially abled child. Dependency and other criteria to be decided as per Government of India Medical Attendance Rule.
- 1.1.17 “Cure Period”** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:
- commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
 - not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
 - not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Insurance Agency requires any reasonable action by the Insurance Agency that must be approved by the Authority, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;
 - where no Cure Period is specified, then a Cure Period shall be of 30 (Thirty) days
- 1.1.18 “Financial Year”** shall mean the year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
- 1.1.19 “Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;
- 1.1.20 “Termination”** means the expiry of the Agreement Period or earlier termination of this Agreement;
- 1.1.21 “Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
- words importing the singular include the plural and vice versa;
- words importing “it” or a gender include any gender;
- a reference to an Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
- a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating

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or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
 7. a reference to a party to any document includes that party's successors and permitted assigns;
 8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
- 1.2.2** Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

1.3 Measurements and Arithmetic Conventions

1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedules and Appendices, the Schedules shall prevail;
- (c) Deleted
- (d) Deleted
- (e) Between any value written in numerals and that in words, the latter shall prevail.

1.5 Priority of Documents

1.5.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the Insurance Agency, and the priority of the documents shall be as follows:

- (a) This signed Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document dated 18-09-2020;
- (b) All other documents enclosed/ attached with this signed Agreement.

Article 2 : Pre-requisites of Agreement

- 2.1** The Insurance Agency hereby states and undertakes to have reviewed the Employee & Corporators database of RMC as per the terms & condition of the RFP and this Agreement. The Insurance Agency hereby submits that after having duly inspected the said scope, the Insurance Agency has accepted to provide Group Health Insurance Cover to all the employees, corporators of RMC and their dependents as per the terms and conditions of the RFP along with any Addendum issued to the RFP document dated 18-09-2020 and this Agreement.
- 2.2 Deleted**
Deleted

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Article 3 The Contract Agreement

3.1 In consideration of the payment promised as set-out in this Agreement and reserved and the covenants on the part of the Second Party, Authority, hereby selects the Insurance Agency to Providing Group Health Insurance Policy for Regular Employees, Corporators of RMC and their dependents under the terms and conditions of RFP and this Agreement.

3.2 Scope of Work

- 1) Schedule-1 of this agreement contains Scope of work.
- 2) Schedule-2 of this agreement contains Policy document provided by the selected Insurance Agency and Approved by the Authority.

3.3 Tenure

The Contract Period shall be effective from the **Effective Date** as defined in Article 1 and shall be of 01 year as per terms of RFP and this Agreement, which may further be extended for any such period as agreed mutually without any increment in the rates and without any change in policy coverage. The Authority will notify the Insurer at least 30 days before expiry of existing policy.

3.4 Fee & Payment

1. The Authority shall pay the selected Insurance Agency towards the “Group Health Insurance Policy for Regular Employees of RMC”, as per lowest premium as discovered:

Sr. No.	Particulars	Per Employee's Family Premium (INR)	Total Premium (INR)
01	Premium for coverage of Rs. 2,00,000/- (Two Lakhs Only) per Employee's Family & Corporate Buffer of Rs. 25,00,000/- (Twenty-Five Lakhs only)		
02	Taxes (if any)		
03	Total in figures		
04	Total in words		

2. 100% of the payments to the selected Insurance Agency shall be released before inception of the policy upon submission of sufficient proof to the authority towards enrolment of employees and their dependents, draft policy document approved by RMC, declaring tentative date of inception of policy.
3. The prevailing percentage of I.T. Department of the gross amount of the bill towards Income Tax and all statutory deductions (as applicable) will be deducted from the agency's bill.
4. It must be clearly understood that under no circumstances any interest and late fee is chargeable for the dues or additional dues if any payable for the services provided due to any reason whatsoever.

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5. All payments shall be made to the accounts of the Insurance Agency through electronic transfer mode as per directions of Govt. of Chhattisgarh /RBI as applicable and subject to deduction of applicable taxes.

3.5 Deleted

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3.7 Penalty Conditions:

In case, the selected Insurance Agency fails to fulfil the scope of work as per the RFP/Agreement then penalty will be applicable up to 10% of the value of agreement:

SI No.	SLA	Source of Data	Monitoring Method	Monitoring Frequency	Point Criteria										
1	Cashless approval to the hospitals to be completed within 3 hours of submission of all documents.	MIS Data	The ratio of number of Cashless approvals beyond 3 hours or rejection to the total number of cashless claims made.	Monthly	<table border="1"> <thead> <tr> <th>%age of Default</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Up to 10%</td> <td>4</td> </tr> <tr> <td>10% to 25%</td> <td>8</td> </tr> <tr> <td>25% to 40%</td> <td>10</td> </tr> <tr> <td>>40%</td> <td>12</td> </tr> </tbody> </table>	%age of Default	Points	Up to 10%	4	10% to 25%	8	25% to 40%	10	>40%	12
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10% to 25%	8														
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2	Reimbursement claims to be settled within 15 days of submission of all required documents/information.	MIS Data	Ratio of Reimbursement claims settled in more than 15 days of submission of all required documents/information to the total claims amount made to the insurance company.	Monthly	<table border="1"> <thead> <tr> <th>%age of Default</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Up to 10%</td> <td>4</td> </tr> <tr> <td>10% to 25%</td> <td>8</td> </tr> <tr> <td>25% to 40%</td> <td>10</td> </tr> <tr> <td>>40%</td> <td>12</td> </tr> </tbody> </table>	%age of Default	Points	Up to 10%	4	10% to 25%	8	25% to 40%	10	>40%	12
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25% to 40%	10														
>40%	12														
3	Availability of TPA representative once a week on a pre-determined date/day for assistance and training to the employees of RMC	Attendance / MIS	Number of Absentees	Monthly	2 Points for each absentee										
4	Furnishing Policy document with effect from 3 days of Payment to the Insurance Agency	Date of Cheque Received and Date of Inception of Policy.	No of Days beyond 3 Days	30 days from date of agreement	5 Points / Day										

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SI No.	SLA	Source of Data	Monitoring Method	Monitoring Frequency	Point Criteria
5	Addition of new Employee/Corporator within 7 days of intimation	MIS Data	Number of Default cases	Monthly	2 Points per Default per Day
6	Immediate addition of new members in the existing Policy Holder (New Born / Spouse)	MIS Data	Number of Default cases	Monthly	2 Points per Default per Day

SI No.	Threshold Limit	Penalty
1	5-10 points	1% of total annual premium amount will be payable to authority
2	11-20 points	1% of total annual premium amount will be payable to authority
3	21- 30 points	5% of total annual premium amount will be payable and further Renewal / Extension may not be granted.
4	31- 40 points	8% of total annual premium amount will be payable and further Renewal / Extension may not be granted.
5	Beyond 40 Points, or False intimations on any of the above parameters	Insurance Agency will be barred from bidding for three years

3.8 Indemnity

- 3.8.1** The Insurance Agency hereby unequivocally and unconditionally undertakes to do the following acts.
- (a) The Insurance Agency shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the Agency undertakes to keep the Authority Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.
 - (b) The Insurance Agency undertakes to comply with all rules and regulations in respect to labour laws & Statutory Requirements and shall be solely responsible to comply with the same. The Insurance Agency shall not make any claim whatsoever against the Authority.
- 3.8.2** The Insurance Agency undertakes to keep the Authority indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Agency whether committed, omitted or arising within or without the scope of Contract Agreement.
- 3.8.3** The Insurance Agency undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events. However, to avert any such tragedy or catering to such emergency situations the Agency shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.
- 3.8.4** The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering the services to the Authority, expiry of this agreement or on its earlier termination, The Insurance Agency shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.
- 3.8.5** The Insurance Agency shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by the Agency.
- 3.8.6** Authority shall have no financial or legal any other liability for issues/claims raised by any third party regarding the service rendered by the Insurance Agency. The Insurance Agency shall also indemnify Authority against all claim made by any third party against it arising from violation of any other laws of the land for the time being in force.

3.9 Data/ Information Security

- a) The Insurance Agency shall not carry any written/printed document, Employee data base, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to authority into / out without written permission from the authority.
- b) Deleted
- c) All documentation and media if any shall be properly identified, labelled and numbered by the Insurance Agency.
- d) Access to Authority’s data and systems, Internet facility by Agency shall be in accordance with the written permission from the authority. The Authority shall allow Insurance Agency to use facility in a limited manner subject to availability and requirement. It is the responsibility of Insurance Agency to prepare and equip himself in order to meet the requirements.

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- e) The Insurance Agency must acknowledge that authority’s employee data, business data and other proprietary information or materials, whether developed by authority or being used by it pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to authority; and the Insurance Agency along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Insurance Agency to protect its own proprietary information. The Insurance Agency recognizes that the goodwill of authority depends, among other things, upon Insurance Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Insurance Agency or its team could damage the goodwill of the authority, and that by reason of authority’s duties hereunder. Authority may come into possession of such proprietary information, even though Insurance Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The Insurance Agency shall use such information only for the purpose of performing the said services.
- f) The Insurance Agency shall, upon termination of this agreement for any reason, or upon demand by the authority, whichever is earliest, return any and all information provided to the Insurance Agency by Authority, including any copies or reproductions, both hardcopy and electronic.
- g) By virtue of the Contract, the team of the Insurance Agency may have access to confidential information of the Authority and/or a third party. The authority has the sole ownership and the right to use, all such data in perpetuity including any data or other information pertaining to the employees or corporators that may be in the possession of team of the Insurance Agency in the course of performing the Services under the Contract.

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Article 4 Monitoring of Services

4.1 Monitoring & Evaluation

- a) The performance will be reviewed by the Nodal officer designated by RMC, Raipur.
- b) In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.

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Article 5 : Events of Default

5.1 Events of Default

Event of Default means the Insurance Agency Event of Default or the Authority Event of Default or both as the context may admit or require.

a) Insurance Agency Event of Default

The Insurance Agency Event of Default means any of the following events unless such an event has occurred as a consequence of the Authority’s Event of Default:

- i. the Insurance Agency’s repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement.
- ii. the Insurance Agency’s failure to perform or discharge any of its obligations under any other Transaction Documents, which has or is likely to have a Material Adverse Effect.
- iii. any representation made or warranties given by the Insurance Agency under this Agreement is found to be false or misleading.
- iv. the Insurance Agency passing a resolution for voluntary winding up.
- v. appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Insurance Agency by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings.
- vi. levy of an execution or distraint on the Insurance Agency’s Assets which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding 30 days or any authority, regulatory body, court, tribunal or judicial authority passing or issuing any order or direction against the Insurance Agency which would have an or likely to have an Material Adverse Effect on the Policy or the ability of the Insurance Agency to comply with or discharge the obligations and responsibilities under this Agreement.
- vii. amalgamation of the Insurance Agency with any other company or reconstruction or transfer of the whole or part of the Insurance Agency’s undertaking (other than transfer of assets in the ordinary course of business), provided, if the amalgamated entity, reconstructed entity or the transferee as the case may be, has the financial and technical ability demonstrated to the satisfaction of the Authority, to undertake, perform/discharge the obligations of the Insurance Agency under this Agreement, necessary approval shall be granted by the Authority.
- viii. the Insurance Agency engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- ix. the Insurance Agency repudiates this Agreement or otherwise takes any action or evinces or conveys an intention not to be bound by this Agreement.
- x. the Insurance Agency is adjudged bankrupt or insolvent
- xi. Deleted
- xii. such events as have been specified as Insurance Agency Events of Default under the provisions of this Agreement.

5.2 Parties Rights

- a. Upon the occurrence of the Authority Event of Default, the Insurance Agency shall without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement: Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall
 - i. in terms of Section 5.3 provide an opportunity to the other party to state its position and give explanation in the matter,

- ii. give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

5.3 Consultation Notice

Either Party exercising its right under Section 5.2, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to consider possible measures of curing or otherwise dealing with the underlying Event of Default (the “Consultation Notice”).

5.4 Remedial Process

Following the issue of Consultation Notice by either Party, within a period not exceeding 15 days for the Event of Default or such extended period as they may agree (the “Remedial Period”) the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default.

5.5 Obligations During Remedial Period

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

5.6 Revocation of Consultation Notice

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in Section 5.4, the Consultation Notice shall be withdrawn by the Party who has issued the same.

5.7 Termination Due to Events of Default

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Section 5.4, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 6 shall, to the extent expressly made applicable, apply.

Article 6 Termination, Blacklisting and Consequences

6.1 Termination

6.1.1 The Authority may, without prejudice to any other remedy for breach of Agreement, terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this section below. In such an occurrence, Authority shall give a 30 (thirty) days written notice of termination to the Insurance Agency.

- (a) On breach of any of conditions given in the RFP;
- (b) If the Insurance Agency does not remedy a failure in the performance of their obligations under the Agreement, within thirty (30) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (c) If the Insurance Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (d) If the Insurance Agency, in the judgment of Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement;
- (e) If the Insurance Agency submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (f) If the Insurance Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (g) If the Insurance Agency fails to provide the quality services as in this Agreement, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (h) Deleted
- (i) Deleted
- (j) Termination by Mutual Agreement between the Parties.
- (k) If the parties consider that, due to existing circumstances, the achievement of the objectives of the agreement is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the Agreement on a date mutually agreed upon.
- (l) The decision of termination shall be signed by the Representatives of both the Parties and shall be without prejudice to any other rights of the parties under the Agreement.

6.1.2 The Authority reserves the right to terminate the agreement fully or partially, without assigning any reason/reasons at any time, by giving notice of not less than 30 days and the Insurance Agency shall not be entitled to any damages or compensation by reason of such termination other than the proportionate abatement of payment in line with the Clause 3.4 of this agreement.

6.1.3 In case of breach of any of the conditions mentioned herein the agreement shall be liable to be terminated summarily without assigning any reasons and the decision of the Authority in this regard will be final and binding on the Insurance Agency. No abatement in the fee/payment will be given to the Insurance Agency.

6.1.4 The Insurance Agency should continue the agreement as per the terms and conditions of the agreement. If the Insurance Agency fails to honour the agreement, the Authority may terminate the agreement. Further Authority can also initiate the legal action to recover the due payments, if any.

6.1.5 The Insurance Agency shall be liable to be fined for misconduct, breach of any of the conditions mentioned herein at the sole discretion of the Authority.

6.2 An Agency may be Blacklisted if involved in:

- a) Misbehaviour / threatening of Employees/Corporators of the Authority and their dependents during Policy Period by Insurance Agency or the appointed TPA(s).
- b) Constant non-performance on cashless claim approvals / Reimbursement Claim Settlement or non-adherence to quality specifications observed during performance review by the Authority.
- c) Persistent and intentional violation of important conditions of contract.
- d) Security consideration of the employee/corporator’s database i.e. any action that jeopardizes the security of personal data or the data of the authority.
- e) Submission of false / fabricated / forged documents at any point of time.

6.3 Other Consequences

6.3.1 Penalty as per Clause 3.7 shall be binding on the Insurance Agency for any non-performance of the contract.

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Article 7 : Dispute Resolution

7.1 Amicable Resolution

- 7.1.1** Any claims or disputes arising out of the Agreement should be promptly submitted in writing to the RMC, within 07 (Seven) days from the Date of cause of action. Claims raised beyond this time as to make it difficult to verify the facts are liable to be rejected. The Insurance Agency shall carefully note this stipulation.
- 7.1.2** where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 7.2.1 below;
- 7.1.3** Either Party may require such Dispute to be referred to the Authority and Chairman of Board of Directors of the Insurance Agency, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.2 below.

7.2 Arbitration

7.2.1 Procedure

Subject to the provisions of Clause 7.1, any dispute, which is not resolved amicably, the arbitration process shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

7.2.2 Place of Arbitration

The place of arbitration shall be Raipur only and the jurisdiction of the Courts of Raipur shall prevail.

7.2.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

7.2.4 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

7.2.5 Performance during Arbitration

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

7.2.6 Fees and Expense

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

7.3 Jurisdiction and Governing Law

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Raipur shall have exclusive jurisdiction.

7.4 Applicability of provision of The Limited Liability Partnership Act, 2008 in the Agreement of above said agreement and provisions of Partnership Act, Companies Act and other Act by which the firm or institution is taking part in agreement will be applicable as the case may be and disputes can be resolved by invoking such provision according to the applicability of the constitution of firm or institution”.

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Article 8 : Miscellaneous Provisions

8.1 BINDING PROVISION

8.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

8.2 SERVICES

8.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall insure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.

8.3 NO PARTNERSHIP

8.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

8.4 ENTIRE AGREEMENT

8.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

8.4.2 Deleted

8.5 NOTICES

8.5.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

(a) Authority

Additional Commissioner (GAD),
Raipur Municipal Corporation,
White House, Gandhi Chowk
Raipur, Chhattisgarh - 492001,

(b) Insurance Agency
XXXX,

XXXX,

8.5.2 Deleted

8.6 SEVERABILITY

8.6.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

8.6.2 Deleted

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

8.7 CAPTIONS

8.7.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

8.8 GENERAL

8.8.1 This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Insurance Agency and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

8.9 MODIFICATION / VARIATION

- a) The Authority may add or subtract the employees to be covered by the Insurance Agency at the same rate as agreed under this agreement.
- b) This Agreement may not be varied unless a variation is agreed in writing and signed by all parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

For, Raipur Municipal Corporation (First Part)	For, M/S xxxxx (Second Part)
Date:	Date:
Name:	Name:
Designation: Managing Director	Designation:
Seal:	Seal:
In presence of:	
1. Signature	1. Signature

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

Name:	Name:
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Schedule 1 : Scope of Work

General Obligation:

- a. The primary obligation of the Selected Agency will be to Provide Health Insurance coverage for all the regular employees and councillors and their family members
- b. The selected applicant must sign the Agreement in the judicial paper with the RMC, Raipur within 7 days of the receipt of the Letter of Award (LoA) from the RMC, Raipur, failing to do so will result in denial of the offer and the Authority will proceed further to offer work to the next suitable applicant .
- c. The Insurance policy for all the employees and their family members shall be made available and activated within 3 (three) days of receiving Cheque from the Authority by the Insurance Agency.

Basic Policy Details:

- a. The selected agency is required to provide health insurance policy/coverage to the regular employee and councillor and their family members with a sum insured to Rs. 2,00,000/- (Rupees Two Lakhs Only) per employee for an initial period of one year. Both the parties have the power to terminate or extend the policy on mutually agreed terms with a notice period of at least 30 days.
- b. 30 Days Pre and 60 Days post hospitalization Expenses to be covered
- c. **Room Rent:** 1% of sum Insured for Normal Room per day, 2% of Sum Insured for ICU Room per day.
- d. Sum Insured: INR 2,00,000/ (Two Lakhs only)
- e. Corporate Buffer: INR 25,00,000/- (INR Twenty-Five Lacs Only)
- f. Co-payment is not applicable
- g. Admission and discharge to and from the hospital preferably on 24x7 basis.

Broad Scope of Policy:

- a. The Policy should cover expenses of hospitalization (Room Charges, Doctors/surgeons fees, ICU/ICCU, Medicines, pathology reports, etc.) on a cashless basis/ reimbursement, incurred as a result of illness and/or accidents as an inpatient in a recognized hospital.
- b. The policy should cover dental treatment following an injury/accident.
- c. Pre/Post Hospitalization to be covered 30 & 60 days respectively. In case of Physiotherapy, the post hospitalization is to be covered up to 80 days, subject to applicable per hospitalization ceiling.
- d. The policy should cover standard day care procedures (140+) indicative list of procedures are attached in Annexure F. The day care list will also be inclusive of day care Medical Treatment undertaken due to advancement of technology. Any further new advancement in treatment modalities to be covered if it is a part of Day Care.
- e. Details of the lives to be insured can be referred to Schedule 4 of this document. The Number of family to be insured may vary to an extent of +/- 10% at the sole discretion of RMC.

Policy Coverage:

- a. Cashless facility (Minimum 24 hours hospitalization or irrespective of day care surgeries) for hospitalization procedures arising out of sickness or accident. Claims can be made on cashless/reimbursement basis.
- b. For repeated hospitalization of the same ailments within 45 days of hospitalization reimbursement facility will be available, except in the case of serious ailments viz.

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- cancer, CRF & heart ailments or any pandemic etc. where cashless facility would continue.
- c. Cover for new members and their dependents from the date of joining of the member as communicated by the RMC.
 - d. Pre-existing diseases must be covered for all the members from day 1 of the policy.
 - e. Waiting period (30 days, First year, etc.) will not be applicable. No time deductible to be applicable to any ailment.
 - f. Domiciliary hospitalization benefit is covered with a limit of up to 20% of the Sum Insured.
 - g. COVID-19 or any other such Pandemic induced Diseases shall be covered as per rate chart of Chhattisgarh Government. Home Isolation treatment charges shall also be covered.
 - h. Chemotherapy, Dialysis, Radiotherapy, Chronic Renal failure including medicines, AIDS & HIV, Indoor Ayurvedic Treatment taken in government run/government approved hospital. Ayurvedic treatment is limited up to 30% of Sum Insured.
 - i. Supply and fitting of external prosthetic devices, artificial aids including eyeglasses, hearing aids, artificial limbs, etc. if the same is necessitated following an accident.
 - j. Local Ambulance charges for admission, transfer to another hospital and /or discharge under critical condition as advised by the doctor is to be considered:
 - I. INR 2,500/- for within limits of district,
 - II. INR 3,500/- for inter district,
 - III. INR 10,000/- for inter-state movement
 - k. Surcharges levied by hospital or any other charges similar in nature would be payable under the policy, up to 1% of the Sum Insured.
 - l. Registration charges levied by hospital or any other charges similar in nature would be payable under the policy will be up to 1% of Sum Insured.
 - m. Nursing charges should not be clubbed with room rent for arriving at eligibility. Nursing Charges with a limit up to Rs 500/- per day is to be provided.
 - n. Service Charge levied by the Hospital or any other charges similar in nature would be payable under the policy, up to 1% of the Sum Insured.
 - o. Charges for special nurse covered for insured persons irrespective of age during the hospitalization with a limit of up to 1% of the Sum Insured.
 - p. Cataract operation with a cap of Rs.40000/- PER EYE.
 - q. Investigation charges during hospitalisation will be reimbursed in full irrespective of room occupied. Pro-rata deduction will not be applicable on investigation charges.
 - r. Oral chemotherapy subject to sum insured on cumulative basis upto 20% of Sum Insured.
 - s. Psychiatric Treatment to be included on IPD basis up to the Sum Insured.
 - t. EECF (Enhanced external counter pulsation) to be included under the policy on OPD basis up to the per hospitalization limit. Settlement of claim to be done on reimbursement basis only after completion of full treatment.
 - u. Donor Medical expenses in case of transplants like kidney, liver etc. to be covered within the sum insured (Organ cost not covered under policy).
 - v. Zolendronic Injection, Bortezomib Injection & Terifrac Injection administration, Injection Firmagon, Injection Gemtide & Injection Rituximab administration covered under day care procedures subject to sum insured on cumulative basis.
 - w. Injections for Autoimmune disorders/arthritis and ankylosing spondylosis. Limit will read as Rs. 15,000 per case with maximum cap of 3-cases per year per family.
 - x. Chemotherapy at home is to be covered under domiciliary hospitalization restricted to 50% of Sum Insured.

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

- y. All organ transplants, including stem cell transplant for blood cancer covered.
- z. Artificial limbs payable for all diseases. Artificial limbs fitted following any surgical procedure to be covered. Timeline restricted to post 180 days for the same.
- aa. Maternity Charges to be covered up to INR 30,000/- for Normal Delivery and INR 50,000/- for C-Section Delivery.
- bb. Modern Treatment coverage is to be covered as per IRDA guidelines. Refer Schedule 5 for the list with sub-limits.
- cc. All day care facilities and diseases as mentioned later in this section along with all diseases as identified by Department of Health and family welfare, Chhattisgarh from time to time is binding but not limited to.

Hospitalisation / Claim / Settlement / Reporting

- a. Cashless facility should be provided across India and ensure that minimum 20 hospitals located and covered in Raipur District. List of all such Hospitals are to be provided for understanding its presence in Pan India hospitals. All transactions with these hospitals should be totally cashless.
- b. Claims should be processed through In-house TPA only for claim settlement.
- c. There should be a 24x7 available contact point from Insurance company / TPA and the contact details should be furnished in the policy. Also, representative from TPA should be available in RMC once a week on pre-determined date / day for any assistance and training to the employees of RMC.
- d. Cashless approval to the hospitals to be completed within 3 hours of submission of all documents. Reimbursement claims to be settled within 15 days of submission of all required documents/information.
- e. Intimation of hospitalization should be within 30 days from date of admission. Immediately after the submission of relevant documents from date of discharge from hospital, not later than 30 days, the claims will be settled within 15 days. (In case the members are not availing cashless facility)
- f. MIS Reports including the claims of individuals and the details of settlement are to be furnished to the RMC on monthly basis or as and when required by the RMC. The MIS report shall include data points as Number and value of Cashless Requests made Cashless requests approved within 3 Hours, Cashless Approvals made beyond 3 hours or rejected, Reimbursement Claims raised, reimbursement claims settled within 15 days, reimbursement claims settled beyond 15 days, reimbursement claims rejected, availability of TPA(s) etc.

Other Conditions:

- a. New Employees shall be included in policy from date of joining and resigned/terminated employees shall be deleted from date of Resignation/termination.
- b. Monthly declarations will be given for Additions and Deletions by end of the following month
- c. Pro rata Premium to be charged/Refund in case of Addition and Deletion
- d. Any service charges on medical bills should not be deducted from the individual claim

Other Institutional Requirements

- a) Selected Agency and its staff shall be solely responsible for any misconduct, damage, wilful commission or omission in the scope as mentioned in this RFP.;
- b) It is the responsibility of the selected agency to follow all the statutes/ laws/byelaws, regulations of all statutory and Govt. agencies applicable from time to time and the selected agency will also be liable to pay all duties/fees/fines/statutory taxes including

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

levied by any statutory authority with respect to providing health insurance services to RMC.

- c) The selected agency shall keep RMC totally indemnified and harmless against all claims, fines, duties, dues, payments, penalties, compensations, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions as applicable.

Day Care Facilities

140+ day care surgeries to be covered under the policy. Any further new advancement in treatment modalities to be covered if it is a part of Day Care. Please find below the list of 140+ day-care surgeries but not limited to:

Operation on the Ears:

- Microsurgical Operations on the Middle Ear
- Stapedotomy, Stapedectomy and Revision of a Stapedectomy
- Other operations on the auditory ossicles
- Myringoplasty (Type 1- tympanoplasty), Tympanoplasty, Revision of a Tympanoplasty
- Other Microsurgical operations on the Middle Ear

Other Operations on the Middle and Internal Ear

- Paracentesis (myringotomy)
- Removal of a tympanic drain
- Incision of the mastoid process and middle ear
- Mastoidectomy
- Reconstruction of the middle ear and other excisions of the middle and inner ear
- Fenestration of the inner ear
- Revision of a fenestration of the inner ear
- Incision (opening) and destruction(elimination) of the inner ear
- Other operations on the middle and inner ear

Operation on the nose and the Nasal Sinuses

- Excision and destruction of disease tissue of the nose
- Operations on the turbinates (Nasal Concha)
- Nasal Sinus aspiration and other operations on the nose

Operation on the eyes

- Incision of the tear glands
- Other operation on the tear ducts
- Incision of diseased eyelids
- Excision and destruction of diseased tissue of the eyelid

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- Operations on the canthus and epicanthus
- Corrective surgery for entropion and ectropion
- Corrective surgery for blepharoptosis
- Removal of foreign body from conjunctiva
- Removal of foreign body from the cornea
- Incision of the cornea
- Operations for pterygium
- Other operations on the cornea
- Removal of foreign body from the lens of the eye
- Removal of foreign body from the posterior chamber of the eye
- Removal of a foreign body from the orbit and eyeball
- Operation of cataract

Operation of the skin and subcutaneous tissue

- Incision of a pilonidal sinus
- Other incisions of the skin and subcutaneous tissues
- Surgical wound toilet (wound debridement), removal of diseased tissue of the skin
- Local excision of the diseased tissue of the skin and subcutaneous tissues
- Other excisions of the skin and subcutaneous tissues
- Simple restoration of surface continuity of the skin and subcutaneous tissues
- Free skin transplantation, donor site
- Free skin transplantation, recipient site
- Revision of skin-plasty
- Other restoration and reconstruction of the skin and subcutaneous tissues
- Chemosurgery of the skin
- Destruction of diseased tissue in the skin and subcutaneous tissues

Operation on mouth and face

Operation on the tongue

- Incision, excision and destruction of diseased tissue of the tongue
- Partial glossectomy, Full Glossectomy
- Reconstruction of the tongue and other operation on the tongue

Operation on the salivary glands and salivary ducts

- Incision and lancing of a salivary gland and salivary duct
- Excision of diseased tissue of a salivary gland and salivary duct

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- Resection of salivary gland
- Reconstruction of a salivary gland and salivary duct
- Other operations on the salivary glands and salivary ducts.

Other operations on the Mouth and Face

- External incision and drainage in the region of the mouth, jaw and face
- Incision of the hard and soft palate
- Excision and destruction of diseased hard and soft palate
- Incision, excision and destruction in the mouth
- Plastic surgery to the floor of the mouth
- Palatoplasty and other operations in the mouth

Operations on the Tonsils and adenoids

- Transoral incision and drainage of a pharyngeal abscess
- Tonsillectomy without adenoidectomy
- Tonsillectomy with adenoidectomy
- Excision and destruction of a lingual tonsil
- Other operations on the tonsils and adenoids
- Traumatological surgery and orthopaedics
- Incision on bone, septic and aseptic
- Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
- Suture and other operations on tendons and tendon sheath
- Reduction of dislocation under GA, including K-wire
- Arthroscopic knee aspiration

Operation on the breast

- Incision of the breast
- Operation on the nipple

Operation on the digestive tract

- Incision and excision of tissue in the perianal region
- Surgical treatment of anal fistula
- Surgical treatment of haemorrhoids
- Division of the anal sphincter(sphincterotomy) and other operations on the anus
- Ultrasound guided aspirations
- Sclerotherapy, Endoscopy /Colonoscopy

Operations of female sexual organs

- Incision of the ovary
- Insufflation of the fallopian tube
- Other operation on the fallopian tube
- Dilation of the cervical canal
- Conisation of the uterine cervix and other operations on the uterine cervix
- Incision of the uterus (Hysterotomy)
- Therapeutic curettage
- Culdotomy
- Incision of the vagina
- Local excision and destruction of the diseased tissue of the vagina and the pouch of douglas
- Operation's on bartholin's gland (cysts)
- Incision of the vulva

Operations of male sexual organs

Operations on the Prostate and Seminal Vesicles

- Incision of the prostate.
- Transurethral excision and destruction of prostate tissue.
- Transurethral and precutaneous destruction of prostate tissue.
- Open surgical excision and destruction of Prostate tissue.
- Radical Prostatovesiculectomy.
- Other excision and destruction of prostate tissue.
- Operations on the seminal vesicles.
- Incision and excision of periprostatic tissue.
- Other Operations on the prostate.

Operation on the Scrotum and Tunica Vaginalis Testis

- Incision of the Scrotum and Tunica Vaginalis testis.
- Operation on a testicular hydrocele.
- Excision and destruction of diseased scrotal tissue.
- Plastic reconstruction of the Scrotum and tunica vaginalis testis.
- Other operations on the scrotum and tunica vaginalis testis.

Operation on the Testes

- Incision of the Testes

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

- Excision and destruction of diseased tissue of the testes.
- Unilateral orchidectomy.
- Bilateral orchidectomy.
- Orchidopexy
- Abdominal exploration in cryptorchidism
- Surgical reposition of an abdominal testis
- Reconstruction of the testis
- Implantation, exchange and removal of a testicular prosthesis.
- Other operations on the testis.

Operations on the Spermatic Cord, Epididymis and Ductus Deferens

- Surgical treatment of a varicocele and a hydrocele of the spermatic cord.
- Excision in the area of the epididymis.
- Epididymectomy.
- Reconstruction of the spermatic cord.
- Reconstruction of the ductus deferens and epididymis.
- Other operations on the spermatic cord, epididymis and ductus deferens.

Operations on the Penis

- Operations on the foreskin.
- Local excision and destruction of diseased tissue of the penis.
- Amputation of the penis.
- Plastic reconstruction of the penis.
- Other operations on the penis.

Operations on the Urinary System

- Cystoscopical removal of stones.

Other Operations / Procedures

- Lithotripsy, Coronary angiographies, Dialysis, Cystoscopy
- Coronary CT angiography
- Chemotherapy & radiotherapy
- Oral chemotherapy subject to sum insured on cumulative basis.
- Age related Macular Degeneration (Laser Treatment)
- Carotid Artery Angiography
- Foam sclerotherapy

Agreement for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

- Treatment of pemphigus varigaris by rituximab therapy (injection rituximab)
- All types of Angiography covered
- Photo dynamic laser therapy covered under ARMD treatment
- Cost of CRF/CKD treatment including the cost of injection Erythropoietin / Cyclosporine / Sandimmune up to admissible per hospitalization limit on cumulative basis
- Zolendronic Injection, Bortezomib Injection & Terifrac Injection, Firmagon injection, Gemitide injection, Rituximab Injection administration covered under day care procedures subject to sum insured on cumulative basis.
- Injections for Autoimmune disorders/arthritis and ankylosing spondylosis.

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Schedule 2 : Approved Policy Document

(To be attached Before Signing Agreement)

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Schedule 3 : Letter of Award (LOA) to the Insurance Agency

To,

Sub: Letter of Award for Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”.

Sub: Selection of Insurance Agency for “Providing Group Health Insurance Policy for Regular Employees and Corporators of Raipur Municipal Corporation”

Ref: Tender No. 646/GAD/RMC/2020-21 Raipur Dated: 18-09-2020

Dear Mr./Ms. xxxxxxxxxxxx

With reference to your RFP proposal submitted for the above captioned subject on DD-MM-2020, the financial bids of all the technically qualified bidders were opened on DD-MM-2020. As per the financial quotes of all the technically qualified bidders, your firm has quoted the lowest Total Premium per Annum as Rs. xxxxxxxxxxxx /- (Rupees xxxxxxxxxxxxxxxx Only) for the captioned Group Health Insurance Policy.

1. Accordingly, RMC hereby accepts your Financial Bid quoted for Rs. xxxxxxxxxxxx /- (Rupees xxxxxxxxxxxxxxxx only) being the Total Agreement Value and declare you as the "Selected Bidder" as per provision of RFP Document.
2. In accordance with the Clause 5.12 (a) of the RFP, you are hereby requested to confirm your acceptance of this LOA within 07 days of its issue and return the duplicate copy of the LOA duly signed in acknowledgement thereof.
3. As per the Clause 3.4.1 of the of RFP you shall be required to execute the Agreement within 7 days from the issue of the LOA. Failing to which LOA shall be annulled and Bid Security shall be forfeited.
4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendums/ corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Accepted by:

Managing Director,

Schedule 4 : Details of Employees, Corporators & their Dependents to be Covered

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Schedule 5 : Modern Treatment Methods & Advancement in Technologies

In case of an admissible claim under section 4.1, expenses incurred on the following procedures (wherever medically indicated) either as in-patient or as part of day care treatment in a hospital, shall be covered. The claim shall be subject to additional sub-limits indicated against them in the table below:

Sr. No.	Modern Treatment Methods & Advancement in Technology	Limits per Surgery
1	Uterine Artery Embolization & High Intensity Focussed Ultrasound (HIFU)	Up to 40% of Sum Insured per policy period for claims involving Uterine Artery Embolization & HIFU
2	Balloon Sinuplasty	Up to 30% of Sum Insured per policy period for claims involving Balloon Sinuplasty
3	Deep Brain Stimulation	Up to 70% of Sum Insured per policy period for claims involving Deep Brain Stimulation
4	Oral Chemotherapy	Up to 20% of Sum Insured per policy period for claims involving Oral Chemotherapy
5	Immunotherapy-Monoclonal Antibody to be given as injection	Up to 40% of Sum Insured per policy period
6	Intra vitreal Injections	Up to 50% of Sum Insured subject to a maximum of Rs. 1 Lac per policy period
7	Robotic Surgeries (Including Robotic Assisted Surgeries)	<ul style="list-style-type: none"> Up to 75% of Sum Insured per policy period for claims involving Robotic Surgeries for (i) the treatment of any disease involving Central Nervous System irrespective of aetiology; (ii) Malignancies Up to 50% of Sum Insured per policy period for claims involving Robotic Surgeries for other diseases
8	Stereotactic Radio Surgeries	Up to 50% of Sum Insured per policy period for claims involving Stereotactic Radio Surgeries
9	Bronchial Thermoplasty	Up to 40% of Sum Insured per policy period for claims involving Bronchial Thermoplasty.
10	Vaporisation of the Prostate (Green laser treatment for holmium laser treatment)	Up to 40% of Sum Insured per policy period.
11	Intra Operative Neuro Monitoring (IONM)	Up to 30% of Sum Insured per policy period for claims involving Intra Operative Neuro Monitoring per policy period.
12	Stem Cell Therapy: Hematopoietic Stem Cells for bone marrow transplant for haematological conditions to be covered only	No additional sub-limit

Note: If, for a given admissible claim, limits as listed in the Table above AND limits mentioned in Clause 4.1.2 are applicable simultaneously, then the lower of the two limits shall apply.