



National Textile Corporation Ltd

CALL FOR TENDER FROM IRDA APPROVED INSURANCE COMPANIES

NATIONAL TEXTILE CORPORATION POST RETIREMENT MEDICAL SCHEME

National Textile Corporation Ltd., a Central PSU under Ministry of Textile engaged in the business of Production and Distribution of Yarn & Fabric invites "Tender (two packets-Technical Bid proposal & Financial Bid proposal)" from Insurance Companies (Licensed and Registered with IRDA) or agencies (enabled by Central legislation to undertake Insurance related activities) including members of Insurance Brokers Association of India (IBAI) dealing with Health Insurance for Implementation of PRMS of the National Textile Corporation Ltd., New Delhi.

Technical and Financial Bid documents can be downloaded from website of the corporation www.ntcltd.org or from the Central Public Procurement Portal of NIC (www.eprocure.gov.in/epublish/) or can also be obtained in person from below mentioned address on any working day as per schedule given below between 10.00 A.M. to 1.00 P.M.

Following schedule will be observed in this regards.

1. Last date for availability of bid documents. - **13.07.2017** (up to 15.00 hrs)
2. Date & Location of Pre-Bid conference - **29.06.2017** at 11.00 hrs at
NTC Ltd., Scope Complex,
Core-IV, 7, Lodi Road, New
Delhi – 110003.
3. Last date for submission of bid documents. - **13.07.2017** (up to 15.00 hrs)
4. Opening of technical bids (Qualifying Criteria)- **14.07.2017** (at 11.00 hrs)
5. Opening of Financial Bids. - **24.07.2017** (at 11.00 hrs)

Complete tender documents should be submitted along with processing fees of Rs. 5000.00/- (non refundable) by DD/Pay order at the address mentioned below not later than 11.00 hrs by **13.07.2017**. Bids received later than the prescribed date and time will not be considered for evaluation.

T. Ram Manohar,
Joint Manager - HR
NTC Ltd, Scope Complex,
Core – IV, 7 Lodhi Road,
New Delhi – 110003
Tele : 011 24362561
Email : thatharamu@ntcltd.org

Note : All correspondence/communication on the scheme should be made at the above address only.

Tender document for submission of bids to quote premium to provide Post Retirement Medical Scheme to NTC Employees

BID DOCUMENTS FOR NATIONAL TEXTILE CORPORATION PRMS SCHEME

NOTIFICATION OF AWARD & SIGGNING OF AGREEMENT/ AWARD OF CONTRACT

GENERAL INSTRUCTIONS

Enclosures:

1. Salient features and coverage of the Group Medical Policy (**Annexure - IV**).
2. Definition of dependents as per NTC norms. (**Annexure - V**).
3. Declaration Statement. (**Annexure - VI**)
4. Certificate of declaration for confirmation of IRDA guidelines. (**Annexure - VII**)
5. Guidelines for Post Retirement Medical Scheme of NTC Employee. (**Annexure - VIII**)

BID DOCUMENTS FOR NATIONAL TEXTILE CORPORATION
POST RETIREMENT MEDICAL SCHEME

METHOD OF SUBMISSION OF BID AND OTHER CONDITIONS

Submission of Proposal

The technical and financial bids should be sealed by the bidder in separate envelope duly super-scribed and both these sealed envelopes are to be put in a bigger envelopes which should also be sealed and duly super-scribed.- ‘ Bid documents for Post Retirement Medical Scheme’.

The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by NTC, New Delhi. Financial bids of only the technically accepted offers shall be opened by the Financial Bid Evaluation Committee duly constituted by NTC, New Delhi. Each page of the bid shall be signed by a representative legally authorized to enter into commitment on behalf of the bidder. Tenders received without signatures or not in accordance with the specified format shall be summarily rejected.

Insurer/Bidder/Tenderer shall mean the company who submits the tender and enters into contract with NTC and shall include their executors, administrators, successors and permitted assignees.

It may be noted that no advisor/broker/agent is invited in the tender.

The bids are to be submitted in two parts, in sealed covers. Failure to do so would result in rejection of such bids. All bids shall be prepared in English language only. The proposal, complete in all respects shall be submitted by the bidder, in the Tender Box placed at the reception at the following address:

**National Textile Corporation Ltd, Scope Complex,
Core IV, 7 Lodhi Road, New Delhi-110003**

The last date for receipt of the bids and time for opening of the Part-I (**Technical Bid**) of the bids in the presence of the officials/representatives of the Insurance Companies who may wish to be present to attend the tender opening is already mentioned in the cover note. Part-II (**Financial Bid**) of the bid of the qualified Insurance Companies will be opened on 24.07.2017 at 11.00 hrs at the above address. The information to the technically qualified bidder will be communicated through email provided by the bidder. Incomplete bids shall be summarily rejected.

PART-I – This should contain documents establishing the requirement of Un-priced Technical bid. Along with this unconditional acceptance of the General

Terms & Conditions is to be submitted by the tenderer. Both these should be submitted in a separate Sealed Cover.

PART-II – This should contain financial bid which is to be submitted by the tenderer in a separate Sealed Cover along with PART-I. Part II bids of only those bidders would be opened who qualify in part I as detailed in General Terms and Conditions.

Both **Part-I & II** sealed covers shall be duly super scribed at top of the respective cover with the tender number and clearly indicating as **PART-I & PART-II** only.

The bids should be valid for at least 60 days from the date of opening of Financial bids.

Amendment of bidding documents:

- At any time prior to the deadline for submission of bids, NTC may, for any reason amend/modify the Bidding documents, by way of an addendum.
- The amendment will be notified either on the website or in writing/fax to all prospective bidders who have acquired the Bidding documents and amendments will be binding on them.
- In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, NTC may or may not, at its discretion, extend deadline for the submission of the Bid.
- Any Oral statements/written statement made by the Bidder after submission of tender shall not be considered.

General Terms and Conditions

1. The insurance company will have no right to reject membership of a retired employee and his/her spouse as defined by NTC whose membership has been approved by NTC.
2. Once assigned the health insurance for any given period, the insurance company shall have no right to unilaterally terminate the operation of the policy during this period. **In case the insurance company fails to provide the service (implying reimbursements) to the community at large (not referring to odd individual disputed claims) for a period of time of say two months as per the terms of this agreement, NTC reserves the right to levy a penalty of 100% on all premiums paid.**

3. **Bid Evaluation Process**

- 3.1 The financial bids must be furnished only as per template in Part-II. All the bids should be unconditional. Conditional bids would be summarily rejected.
- 3.2 NTC may opt for any or none of the policy based on the premium quotes received. The evaluation of financial bids shall be done on L-1 basis among all the companies that qualify the technical bid. Rates to be quoted are exclusive of the service tax. Service tax applicable shall be as per the prevailing rates.
- 3.3 Technical bids would be evaluated by a committee constituted by NTC for this purpose. Whether a bidder qualifies or not would depend on the following factors:
- i. Panel of recognized hospitals in India including all major specialties
 - ii. All India coverage in terms of recognized hospitals.
 - iii. Existing customer base in terms of public sector undertakings
 - iv. Coverage of ailments/surgeries etc. requiring one day or more of hospitalization.
 - v. Coverage of other procedures/surgeries/ailments etc that require one day or less of hospitalization.
 - vi. Exclusions (if any) from the reimbursable expenses.
 - vii. Ceilings (if any) within the insured amount under individual expense heads (like room rent etc.) including the minimum period of pre and post hospitalization expenses covered in the scheme. Note that the pre and post hospitalization reimbursement shall be for a minimum of 30 and 60 days respectively.
 - viii. Whether additional individual family top-up insurance coverage is provided for and if yes the ceiling on this amount.
 - ix. Nature of non-empanelled hospitals where expenses are reimbursable in case of emergency treatment and ceiling if any.
 - x. Insurance company should be registered with IRDA or enabled by a Central legislation to undertake insurance related activities. The Insurer should attach a copy of the license as a proof of its registration.
 - xi. Insurance company should have a full fledged establishment with experience in conceptualizing, designing and implementing large healthcare schemes and have at least one year experience in catering to health insurance of 500 families or more under the one group health insurance scheme

- xii. Insurance company should have arrangement of healthcare at all the locations where NTC's offices are located.
- xiii. Any other terms & conditions not included in the factors listed above but looks significant to the committee once technical bids are opened.

3.4 NTC retains the right to seek clarification after the technical bids are opened. A pre-bid conference is scheduled to clarify the tender document clauses. The bidders may also be asked to make presentations. Each of the technical bids after opening would be evaluated by a committee constituted by NTC and marked "acceptable" or "unacceptable" for each of the above mentioned factors. **Only those bids that score "acceptable" on all the factors would be considered to have passed the technical screening.** The decision of the evaluation committee in this regard would be final.

3.5 Notwithstanding anything contained in this document, the acceptance of tender will rest with NTC and NTC reserves full right to reject any or all tenders without assigning any reason whatsoever.

3.6 The tenderers are not entitled to any compensation for the expenses incurred in connection with the preparation and submission of tenders and NTC will in no case be responsible or liable for those expenses.

3.7 Currency for financial bids and payments shall be made in Indian Rupees only. (INR)

4. Action against the Tenderer

Furnishing incorrect information in the offer, failure to act according to tender condition, non-fulfillment of any or whole of the contract may entail black listing of Insurer/Bidder/Tenderer in addition to taking other appropriate action against the Insurer.

- 5. Third-Party Administrator (TPA) services being offered by the Insurance Co. should be able to provide a 24x7 telephone facility to cater to all the members.
- 6. Confidentiality of all NTC information/documents to be ensured at all times by the Insurer/Bidder/Tenderer.

7. Precautions to be taken while submitting the bidding documents

7.1 The bids may be cancelled and not evaluated if, the bidder fails to:

- a. Clearly mention Technical/Financial Proposal on the respective envelopes
- b. Seal the envelope properly with the sealing tape.
- c. Submit both envelopes containing Financial Proposal and Technical Proposal together in a large envelope.
- d. Give complete bids in all aspects.
- e. Documents to be submitted in spiral binding.
- f. Submit separate soft copy in CD for technical /financial in the respective envelopes.
- g. Submit financial bids in the specified Performa.
- h. Processing fee of Rs. 5,000/-
- i. All the communication details of the Bidder including name of the contact person, correspondence address, telephone number along with email address.

Note:

- i) Incomplete technical bids and financial bids with extra attachments/remarks are liable to be disqualified.**
- ii) Terms can be amended by NTC before entering into the contract.**

Joint Manager - HR
NTC Ltd, Scope Complex,
Core – IV, 7 Lodhi Road ,
New Delhi -110003

Part-I (Un-priced Technical Bid)
Format for submitting technical bid

The technical bid consists of three parts.

- Part I A: General qualifying criteria as mentioned in “General terms and conditions” of the tender document. Bidder should support documentary evidence to support their claims.
- Part I B: This is the checklist of essential conditions to be satisfied as per NTC requirements.(Annexure – I)
- Part I C: Technical Bid Details (Criteria Of Technical Evaluation) (Annexure – II)

Part I (Contd.)
Part I B: Checklist of Essential Conditions

Please ensure acceptance of the following conditions by checking ‘yes’ against each of them

| S.No. | Item | Check |
|-------|---|-------|
| 1 | Coverage for pre-existing diseases/conditions without any waiting time | YES |
| 2 | Day one coverage for new members and their Spouse | YES |
| 3 | The pre and post hospitalization reimbursement shall be for a minimum of 30 and 60 days respectively | YES |
| 4 | No age limit for the insured | YES |
| 5 | Cashless facility up to the assured amount in all panel hospitals | YES |
| 6 | Acceptance of the condition to prepare claims for NTC reimbursement even when the buffer is exhausted | YES |

Signature of the Tenderer

Part I (Contd.)
Part I C: Criteria for Technical Evaluation

Technical bids would be evaluated by a committee constituted by NTC for this purpose. Whether a bidder qualifies or not would depend on the following eleven factors. Either supply separate annexures to your technical bid document or specifically indicate which section of your tender document explicitly addresses these.

| S.No. | Item | Reference |
|-------|--|-----------|
| 1 | Panel of recognized hospitals in PAN India including all major specialties. | |
| 2 | All India coverage in terms of recognized hospitals | |
| 3 | Existing customer base in terms of other major academic institutions, public and private sector undertakings etc. | |
| 4 | Coverage of ailments/surgeries etc. requiring one day or more of hospitalization | |
| 5 | Coverage of other procedures/surgeries/ailments etc that require day come procedures | |
| 6 | Exclusions (if any) from the reimbursable expenses | |
| 7 | Ceilings (if any) within the insured amount under individual expense heads (like room rent etc.) | |
| & | Whether you allow insured to top-up their cover through additional payment | YES / NO |
| | If yes then maximum limit for the cover (figure in Lakhs of Rupees) | |
| | Incremental cover amounts (figure in Lakhs of Rupees) | |
| 9 | Nature of non-empanelled hospitals where expenses are reimbursable in case of emergency treatment | |
| 10 | Kindly tick the option for which medical treatment is available. Allopathy only (including physiotherapy) Ayurvedic, Acupuncture, Siddha, Unani, etc. | |
| 11 | Other terms & conditions not included in the factors listed above | |

Signature of the Tenderer

Forms part of Technical Bid (alongwith Annexure – II)

SUMMARY OF PROPOSAL

Following table provides a brief summary of the documents which need to be attached by Insurance Company in the proposal:

DETAILS OF TECHNICAL PROPOSAL ALONGWITH TECHNICAL BID :

Name of the Insurance Company

| Sl. No. | Section of Technical Bid | Details of Insurance Company |
|----------------|---|-------------------------------------|
| 1 | IRDA License | |
| 2 | Details of establishment and Experience | |
| 3 | Location details of Health care Centres | |
| 4 | Details of satisfactory performance report from their clients from Govt. / PSUs | |
| 5 | Executive Summary of Insurance Company | |

**FORMAT FOR SUBMITTING FINANCIAL BID BY THE INSURANCE
COMPANIES OR AGENCIES**

(To be submitted on letter head of Insurance Company under signatures of the authorized signatory)

**Joint Manager (HR),
National Textile Corporation Limited,
Core-IV, Scope Complex,
7 Lodhi Road,
New Delhi – 110003.**

Dear Sir,

SUBJECT: Tender from Nationalised Insurance Companies (Licensed and Registered with IRDA) or agencies (enabled by Central legislation to undertake Insurance related activities) including members of Insurance Brokers Association of India (IBAI).

I / We, hereby submit our financial offer for the captioned Subject, if the work is awarded to us:

| Particular | Insurance of | | | |
|--|--------------|-------|-------|--------|
| | 3lakh | 5lakh | 7lakh | 10lakh |
| Premium to be charged for coverage of insurance per member and their spouse (including pre-existing diseases) as per appendix. | | | | |
| Total Premium | | | | |

The offer will be valid for 60 days from the last date of submission of this bid.

The offer is made after taking into consideration and understanding all the terms and conditions stated in the Tender documents and agreeing to the same.

Signature of Authorized Signatory:
Name and Seal of the bidder:.....

Place :

Date :

- Total premium to be quoted to exclude service tax. Service tax at prevailing rates would be added to this amount

Notification of Award and Signing of Agreement / Award of Contract:

The Notification of Award will be issued with the approval of the Competent Authority. The contract shall be awarded to the Insurance Company, by conveying acceptance of the proposal by NTC through registered / speed post / courier. Negotiation with the Insurance Company, if needed will be done before award of contract.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by NTC will constitute the contract between the Insurance Company and NTC.

The Insurance Company is expected to furnish a duly signed Agreement prepared by NTC in duplicate within 7 days of declaration of 'award of contract', failing which the contract may be offered to the next bidder in order of merit.

GENERAL INSTRUCTIONS

1. FORCE MAJEURE

For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of NTC and the Insurance Company shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists within 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Insurance Company is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract. Decision of NTC in this regard will be final.

2. INDEMNITY

The Insurance Company hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NTC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Insurance Company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

3. EARNEST MONEY DEPOSIT

The Insurance Company shall furnish a Earnest Money deposit (EMD) in favour of "National Textile Corporation Limited" issued by any Nationalized Bank for an amount of **Rs.1,00,000/-** at the time of submission of proposal along with technical proposal. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days from the date of opening of financial proposal. The EMD of the selected Insurance Company will be refunded without interest on expiry of contract unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes "unsatisfactory service" shall solely lie with NTC and shall be final and binding.

4. PERFORMANCE GUARANTEE

- i. The successful bidders will have to submit performance security to ensure due performance of the health care work as Insurance Company to an amount equal to **10% of the premium amount** in the form of an Demand Draft/ Fixed Deposit from a scheduled bank/ Bank Guarantee from a scheduled bank in the name of National Textile Corporation Ltd., payable at New Delhi as per the text provided by the Authority.
- ii. The performance security be valid for a period for a period of 30 days beyond the validity of the Agreement.
- iii. Earnest Money will be refunded to the successful Applicant on receipt of performance security.

5. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT EFFECTIVENESS OF CONTRACT

This Contract shall come into effect from the date of issuance of letter of intent by NTC.

5.1 Commencement of Services

The selected Insurance Company is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NTC as per its requirement. If the Insurance Company fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

5.2 Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified.

5.3 Subletting

The Insurance Company shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Insurance Company contravening this condition, NTC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Insurance Company. In such case the EMD of the selected Insurance Company, will be forfeited.

5.4 Modification

After award of the contract, any minor changes in the modus of implementation can be agreed to mutually between Insurance Company and NTC in writing.

5.5 Termination

5.5.1 By Corporation (NTC)

NTC may terminate this Contract, by not less than thirty (30) days written notice of termination to the Insurance Company, to be given after the occurrence of any of the events specified below in clauses (a) through (c) of and sixty (60) days in the case of the event referred to in clause (d):

(a) If the Insurance Company commits breach of contract or do not remedy /rectify a failure in the performance of their obligations under the Contract.

(b) If the Insurance Company become insolvent or bankrupt;

(c) If, as the result of FORCE MAJEURE, the Insurance Company are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If NTC, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms &, conditions of contract, the EMD shall stand forfeited in addition to banning of Insurance Company for a period of 2 years.

5.5.2 By Insurance Company

The Insurance Company may terminate this Contract, by not less than thirty (30) days' written notice to NTC if it fails to pay any undisputed amount due to the Insurance Company under the Contract, provided that if NTC pays such amount within the notice period such termination notice shall become infructuous.

5.5.3 Payment upon Termination

NTC at its sole discretion may decide & pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such

termination is not on account of any breach of contract by the Insurance Company.

6. OBLIGATIONS OF THE INSURANCE COMPANY

The Insurance Company shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NTC, and shall at all times support and safeguard NTC 's legitimate interests in any dealings with the third parties.

6.1 The Insurance Company not to Benefit from Commissions, Discounts, recruitment fee etc.

The recruitment charges of the Insurance Company shall constitute the Insurance Company sole payment in connection with this Contract or the Services, and the Insurance Company shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract, and the Insurance Company shall use their best efforts to ensure that the Personnel or agents too shall not receive any such payment/benefit other than as provided by IRDA.

Neither the Insurance Company nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

All transactions between the Insurance Company and third parties shall be carried out as between two principals without reference in any event to NTC. The Insurance Company shall also undertake to make the third parties fully aware of the position aforesaid.

Insurance Company shall be liable to pay damages to NTC for any losses, costs and expenses incurred by NTC due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

The Insurance Company shall give detailed descriptions of the Services to be performed, period for completion of various tasks, different tasks, specific tasks etc., to be approved by NTC.

6.2 Confidentiality and Non-disclosure Agreement

Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the project, any information concerning the project, the services, Proprietary Material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

Any violation of the same will be liable for action under the law which shall entitle NTC to claim damages apart from taking action under the appropriate law.

This Clause shall not apply to information:

- i) Already in the public domain, otherwise than by breach of this Agreement.
- ii) Already in the possession of the receiving Party before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality; or
- iii) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The Insurance Company shall obtain NTC's prior approval in writing wherever necessary.

Documents prepared by the Insurance Company to be the Property of NTC. All plans, charts, specifications, designs, reports, and other documents and software submitted by the Insurance Company shall become and remain the property of NTC, and the Insurance Company shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NTC, together with a detailed inventory thereof. The Insurance Company may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of the NTC.

6.3 Removal and/or Substitution of Personnel

If NTC finds that any of the Personnel of Insurance Company has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) NTC has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Insurance Company shall, at NTC's written request specifying the grounds thereof shall provide suitable substitute of the personnel. The Insurance Company shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

6.4 Liability for Personnel

All persons employed by the Insurance Company shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the Insurance Company. The Insurance Company shall indemnify NTC against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

7. OBLIGATIONS OF THE CORPORATION (NTC)

NTC shall provide the Insurance Company all such reasonable assistance as may be required in order to carry out the assignment.

7.1 Payments to the insurance company

The Insurance agencies will be paid at the accepted rates on successful completion of work subject to the terms and conditions of the contract. The payment will be inclusive of all staff costs, printing, communications, travel, accommodation, taxes, fees, levies etc., and all other costs incurred by the Insurance Company in carrying out the Services unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the Insurance Company and NTC will not be responsible for the same.

7.2 Terms and Conditions of Payment

Insurance premium will be paid by NTC as per guidelines of IRDA.

8. CORRUPT OR FRAUDULENT PRACTICES

NTC expects the highest standard of ethics during the selection and executions of such contracts.

In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of NTC. Submission of forged documents in connection with this tender.
- (iii) "collusive practice" means a scheme or arrangement between two or more Insurance Company, with or without the knowledge of NTC (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the executive of contract.

It is further provided that NTC will reject the proposal, forfeit the EMD and ban the Insurance Company for a period of 2 years if it is found that the Insurance Company has engaged in corrupt or fraudulent activities in competing for the contract in question. NTC shall be free to take any other action also.

NTC reserves the right to inspect the accounts and records of the Insurance Company relating to the performance of the contract and to have them audited by auditors appointed by NTC.

9. SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the Insurance Company shall at all times act as an Independent Insurance Company. The contract does not in any way create a relationship of principal and agent between NTC and the Insurance Company. The Insurance Company shall not act or attempt or represent itself as an agent of NTC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Insurance Company shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the NTC.

10. ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi. The sole arbitrator will be appointed by CMD, NTC whose decision in this regard will be final and binding.

11. JURISDICTION/DISPUTES

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only in connection with any actions or proceedings arising out or in relation to this Tender.

In case of dispute of any claim, a committee consisting of the representative of the insurance company and NTC will be set-up to resolve the dispute. However, this arrangement does not preclude the members to approach the regulatory authorities.

12. OTHER TERMS AND CONDITIONS

12.1 Any changes in the terms of the document can only be made in writing and by mutual agreement.

- 12.2** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- 12.3** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/ to an authorized representative of the Party.
- 12.4** The Services shall be performed at such locations as specified by NTC from time to time.
- 12.5** Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NTC or the Insurance Company, may be taken or executed by the officials authorized.
- 12.6** Unless otherwise specified, the Insurance Company, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by NTC.

ANNEXURE-IV

SALIENT FEATURES OF THE GROUP MEDICLAIM POLICY FOR THE YEAR 2017-2018

1. The Policy shall cover retired-employees of NTC. Assured Coverage of the policy in respect of retired employees and their Spouse (defined as per Annexure V) is Rs. 3.00 Lakhs p.a (Rs Three Lacs p.a.). Quotations for medical insurance policy of Rs. 5/7/10 lakhs are also called.
2. Policy further envisages a Corporate buffer of Rs 50 Lakhs with family floater of Rs 3.00 Lakhs per family in addition to the assured cover of Rs. 3.00 Lakhs as per item 1. Even if the buffer amount is completely exhausted in a specific insured period, the Insurance Company will still evaluate the expenditure and calculate the amount to be reimbursed as per its norms. This would be used by NTC to directly reimburse the insured up to Rs 3 Lac per family per year as it is committed to providing the same cover to all its members irrespective of the time of their ailment/treatment. The Insurance Company can quote a transaction fee for evaluating these expenditure bills and preparing the claim beyond the buffer amount.
3. The Policy shall cover hospitalization as indoor patient as well as other surgeries/procedures etc. that do not require hospitalization but are generally covered by health insurance policies as day care procedures.
4. It is expected that Insurance Company will have arrangements with an extensive network of reputed Hospitals all across the country for treatment with cashless facility.
5. Technical bid should include list of empanelled hospitals with insurance company.
6. The scheme has to necessarily cover all pre-existing illnesses of the insured retired employees.
7. There will be no age limit on the insured covered by this scheme.
8. The policy shall cover retired employees. The number of retired employees, spouse along with their age profiles are given as enclosed in Annexure - IX.
9. The number of retired employees may change overtime and thus the quotation should clearly indicate the premium for different age groups.
10. In case the insured obtains treatment from a non-network hospital during emergency, the claim shall be admitted in full.

11. For all claims (other than cashless ones) the claim would be expected to be submitted to the insurance company directly by the retired employee within 45 days of discharge from the hospital. Such claim should be settled within 30 days of submission and payment will be made directly to the insured. An interest of 2% p.m. on the reimbursement amount due to retired employee would be payable beyond this period.
12. The insurance company shall arrange to issue membership card to each insured person/family directly at their cost. The process can be facilitated by NTC
13. Exclusions: **Exclusions if any should be clearly specified by the insurance company as part of the technical bid.**

National Textile Corporation Ltd

ANNEXURE- V

Definition of Eligible Dependents as per NTC Norms

Eligible dependents in case of retired employees are defined by NTC as follows.

Eligible Family members:

The term 'Family' shall mean member (retired employee of NTC Ltd.) and spouse of member.

DECLARATION SHEET

I,

_____ hereby certify that all the information and data furnished by me with regard to this tender specification_____ are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer.

I, further certify that my company meets all the conditions of eligibility criteria laid down to take part in the tender.

I, further specifically certify that my company meets/is having Medical Insurance participation in minimum three Indian Public Sector Undertakings in the last five years. (General Terms and Conditions on page no. 4).

I, further specifically certify that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years. (refer **Action against the Tenderer on page no. 6**).

(Signature of the Tenderer)

**CERTIFICATE OF DECLARATION FOR CONFIRMATION OF IRDA
GUIDELINES**

I,

_____ hereby certify that our offer no. _____ dated _____ against tender specification No. _____ does not amount to any breach of IRDA guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with IRDA Guidelines and NTC is put to any disadvantage or face cancellation of the Policy or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie squarely on us.

I, further certify that I am the duly authorized representative of the Insurer and competent to agree as above.

(Signature of the Tenderer)

**GUIDELINES FOR POST RETIREMENT MEDICAL SCHEME (PRMS)
OF NTC EMPLOYEES**

1.0 OBJECTIVE

To set up a "POST RETIREMENT MEDICAL SCHEME (PRMS) for catering to the medical requirements of the eligible employees of NTC and their spouses and spouse of deceased NTC employees in IDA pay scales who have superannuated/retired from NTC after putting in 15 years service in CPSE(s) on or after 01.01.2007 (Including those already superannuated/retired, expired or retired on medical grounds employees on or after 1.1.2007). Eligible Period of service in case of expired and retired on **medical grounds will be 5/10 years.**

2.0 TITLE OF THE SCHEME

The Scheme shall be called "POST RETIREMENT MEDICAL SCHEME (PRMS) for NTC employees.

3.0 APPLICABILITY OF THE SCHEME

- a) The Scheme shall be applicable to serving employees in IDA pay scales of pay who would superannuate from NTC after putting in 15 years service in CPSE(s). The period of service rendered on secondment / deputation to any other concern under the management of NTC or services lent by the company to any PSU/ Autonomous Body / Statutory Body / office would be counted for the purpose.
- b) The scheme shall also be extended to all categories of Superannuated employees in IDA pay scales (and their spouse), who have superannuated on 1.1.2007 or afterwards, after putting in at least 15 years of service in CPSE(s). and spouse of above mentioned category of deceased employees or ex employees. who had died after 01 01.2007.
- c) Board level executives superannuating from NTC will be eligible for PRMS provided their total period of service rendered in continuity in CPSE(s) including the period of Board level in current CPSE is not less than 15 years at the time of retirement/superannuation.
- d) The admissibility of benefit under this scheme to an employee against whom disciplinary proceedings are pending under NTC Conduct, Discipline & Appeal Rules, at the time of his/her superannuation, the case would be examined for his/her entitlement on completion of disciplinary proceedings.
- e) Employees who resign from service (excluding resignation covered under "technical formality clause), and those employees upon whom penalty of compulsory retirement, removal, dismissal is imposed because of disciplinary proceedings, shall not be eligible for benefits under this scheme.
- f) In the event of death of a Member or who is permanently disabled & incapacitated, leading to cessation of his/her service, before putting in 10 years of service in a

CPSE, or, early retirement after putting in 10 years service in CPSE(s), he/she and his/her spouse will become admissible for the benefit under this scheme.

g) Cases of VRS would be governed by the specific schemes of VRS. Benefits under this scheme would not accrue to VRS optees automatically.

h) The following categories of employees shall not be covered:

i) Employees working on adhoc/contract basis including those on casual or daily wages.

ii) Employees under legal dispute with the company even after superannuating.

iii) Part—time and re-employed employee retired from organizations other than NTC.

iv) Consultants and Advisors

v) Employees on deputation to NTC

vi) While calculating the period of service of 15 years, any period of service rendered as trainee, internship or casual. contractual shall not be counted. The service rendered in the Government shall not be counted for the purpose of computation of total service in a CPSE(s).

vii) Employees have already been enjoying such scheme benefits from other CPSE on account of their spouse.

4.0. DEFINITIONS

In this Scheme unless the context otherwise requires:

(i) "EFFECTIVE DATE" in relation to the Scheme shall mean 1st day of January, 2007, or the date from which the scheme takes effect:

(ii) "ENTRY DATE" shall mean (a) in relation to the eligible employee in IDA pay scales on 01.01.2007, the effective date, (b) in relation to others. in IDA pay scales, the first day of the month following the date of their joining the company in IDA pay scale or opting IDA pay scale.

(iii) The "Company" shall mean "NTC Ltd."

(iv) The "EMPLOYER" shall mean NTC Ltd. and its Chairman & Managing Director.

(v) "SCHEME" shall mean Post Retirement Medical Scheme (PRMS).

(vi) "RULES" shall mean the Rules of the Scheme as herein set out and any amendments made thereto from time to time.

(vii) "EMPLOYEES" shall mean — The regular employees of the Company in IDA pay scales who are eligible as per para 3 above.

(viii) "MEMBER" shall mean an Eligible employee, and, retired or ex-employee who has been admitted to the membership of the Scheme.

(ix) "SERVICE" shall mean in relation to a Member the period for which for the purpose of the scheme, he has been or deemed to be in continuous service with the employer including service rendered in CPSE(s), the period of service from the entry date up to the date of his normal retirement date or the date of cessation of service, as the case may be, and this will include, inter alia, period of authorized leave.

- (x) "SUPERANNUATION" shall mean in respect of each employee the date on which he attains the age of 58 years.
- (xi) "BENEFICIARY" shall mean the Member, his/her spouse.
- (xii) "QUALIFYING SERVICE" includes past service rendered in CPSEs.
- (xiii) "SALARY" shall mean Basic Pay, Dearness allowance and stagnation pay, if any.

5.0 CONDITIONS FOR JOINING THE SCHEME

The eligible employees mentioned in para 3.0, at the time of his retirement, or, the beneficiary in case of an employee/ ex-employee who is/was eligible under para 3 above, shall be eligible to become a Member of the scheme by submitting the prescribed application to the Company and issue of membership Card. The management reserves the right to approve/not approve the membership of any person. The decision of the management in this regard shall be final.

6.0 EFFECTIVE DATE

The claims of medical treatment shall be considered from the date, as specified in the notification for implementation of the scheme or the date on which he joins as member whichever is later.

7.0 CONTRIBUTIONS

- a) Eligible employee/spouse of the employee who intend to avail the benefits under the scheme shall required to pay one time membership fee as notified by NTC. The employees who will retire after implementation of the scheme will not be required to contribute towards the membership under .the scheme.
- b) The contribution, as above shall be payable in advance before availing the benefits of the scheme.
- c) Contribution once paid shall not be refunded.
- d) An employee who becomes member of the scheme for availing medical benefits in respect of self and spouse shall be required to submit a certificate stating that he/she and his/her spouse is alive every year by the month of May after 1 year of membership in the scheme, or he/she will cease to be beneficiary of the scheme. In case of death of self or spouse intimation to be given to the company with in 1 month of demise.

8.0 BENEFITS

- a. The Members who are covered under the Scheme shall be covered by a suitable General Insurance Policy. The amount of maximum total benefit available under the policy for hospitalization treatment within India will as notified by NTC from time to time on floater coverage basis for self and spouse.

b. But the hospitalised treatment benefits as per the Scheme shall be available after the retirement age as prevalent at the relevant point in time, provided they get themselves admitted in hospitals anywhere in India specified by the said Insurance Company for approved course of treatment of surgical and non-surgical ailments.

c. However, such hospitalisation benefit shall be available to the spouse from the age at which the Member attains age of superannuation. However, in case of working/retired spouse in CPSE/Govt. or any organization where such scheme is available benefit will not be extended to the employee or spouse.

d. The member shall be admitted in the specified hospitals on presentation of the Identity Card issued by the Insurance Company provided, of course, the hospital authority is satisfied that the ailing member requires hospitalisation treatment. The employee will not be required to make any payment to the hospital authorities who will settle the bills with the Insurance, provided the amount of the bill is within the admissible limit. The member/heir/heirs will, however, have to pay any amount in excess of the admissible limit in the bill.

e. The updated brochure of the Insurance Company indicating the list of hospitals and approved course of treatment of surgical/non-surgical ailments shall be made available from time to time as per the prescribed manner.

9.0 BENEFITS FOR CERTAIN SERIOUS SICKNESS:

Chairman & Managing Director, NTC is empowered to allow an additional coverage to meet the critical cases as permissible under the policy.

10.0 AMENDMENT TO THE SCHEME

The Chairman & Managing Director, NTC shall be the Competent Authority to make amendments to the Scheme from time to time

11.0 INTERPRETATION AND RELAXATION OF RULES

The power to interpret these rules, in cases of doubt, vests with the Chairman & Managing Director of the Company, whose decision shall be final. He may also relax any of the provisions of these rules in individual cases of hardship for reasons to be recorded in writing.

12.0 GENERAL

The company reserves the right to amend or modify the Scheme, in part or full at any time and without assigning any reasons. The retired employee will have no right whatsoever to force the Company to the continuity of the scheme or to enhance/extend any other facility than those provided in this scheme.

