

ACCIDENTAL INSURANCE FOR ACCREDITED AND YELLOW CARD HOLDER JOURNALISTS

(Terms & conditions and other specifications)

The State Government is to provide Group Accidental Insurance Cover of Rs. 5, 00,000/- each to around 4200 Journalists which include Accredited and Yellow card holder journalist.

Only such companies as are in agreement with scheme and its clauses, only need to participate in the bidding. Any disagreement in this regard is liable for disqualification/rejection of bid. Hence all the companies are advised to read terms and conditions carefully and submit their acceptance in specific format given in the bid document.

SECTION - I

I- INSTRUCTION TO BIDDERS

1. Eligibility criteria

1.1 Qualification Criteria

- 1) Public Sector/ Private Insurance Companies registered with IRDA and dealing with non-life insurance sector and having minimum experience of 3 years in accidental insurance, prior to the date of submission of the bid and which is authorized to conduct the business of Group Personal Accident Insurance by the Insurance Regulatory and Development Authority (IRDA). (Enclose a self attested copy of IRDA licence, valid as on date of bid submission and a self declaration to the effect that the bidder is authorized by IRDA to conduct Group Personal Accident insurance business and also has experience of 3 years in accidental insurance, prior to the date of submission of the bid)
- 2) Declaration on stamp paper that the insurance company has not been black listed / de-listed/ barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking or any other regulatory body as the case may be, from participating in case ban subsists as on the date of Bid or any such proceeding is impending upon the company as on date of the bid.

- 3) Undertaking duly signed and stamped by authorized signatory of the Insurance Company that it has inherent/ acquired technical capability to efficiently implement a Group Accidental Insurance. This should be indicated by providing the organizational structure, including technical support substructure, experience and qualifications of technical staff used on such past accidental insurance projects and the equivalent information for the proposed resources to be used for this Scheme.

1.2 Canvassing

If the bidder undertakes any canvassing in any manner to influence the process of selection of the successful bidder or the issuance of the NOA, such bidder shall be disqualified.

1.3 Misrepresentation by the Bidder

- a.) The Department of Information & Public Relations, Punjab reserves the right to reject any bid if:
 - i.) At any time, a material misrepresentation is made by the bidder; or
 - ii.) Bidder does not provide, within the time specified by the DIPR the supplemental information sought by the DIPR evaluation of the bid.
- b.) If it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, the Bidder in the opinion of the DIPR has made a material misrepresentation or has given any materially incorrect or false information.

2. Clarifications and queries; addenda

2.1 Clarifications and Queries

- a.) If the Bidder requires any clarification on the Tender Documents, it may notify DIPR in writing, provided that all queries or clarification requests should be received on or before the date and time of pre-bid meeting mentioned in the Tender Notice.
- b.) The Department of Information & Public Relations, Punjab will endeavour to respond to any request for clarification or modification of the Tender Documents that it receives.

- c.) The DIPR reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the DIPR to respond to any query or to provide any clarification.
- d.) The Department of Information & Public Relations, Punjab may on its own motion, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders.
- e.) Verbal clarifications and information given by the Department of Information & Public Relations, Punjab or any other person for or on its behalf shall not in any way or manner be binding on the Department of Information & Public Relations, Punjab.

2.2 Amendment of Tender Documents

- a.) The DIPR may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder in writing amend the tender documents by issuing an Addendum/Corrigendum. The Addendum/Corrigendum shall be in writing and shall be uploaded on the relevant website.
- b.) Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/ Corrigendum. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.
- c.) In order to afford the Bidders reasonable time in which to take the Addendum/Corrigendum into account in preparing the Bid, DIPR may, at its discretion, extend the Bid Due Date, in which case, the DIPR will notify the same where the tender has been published.
- d.) Any oral statements made by the Department of Information & Public Relations, Punjab regarding the quality of services to be provided or arrangements on any other matter shall not be considered as amending the Tender Documents.
- e.) In case of any corrigendum it would be uploaded on the website only.

2.3 No Correspondence

Same as provided in these Tender Documents, the DIPR will not entertain any correspondence with the Bidders.

3. Preparation and submission of bids

3.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the DIPR shall be in English.

3.2 Validity of Bids

- a.) The Bid shall remain valid for a period of 60 days from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being non-responsive.
- b.) In exceptional circumstances, the DIPR may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing.

3.3 Premium

The Bidders are being required to quote the annual premium:

- a.) For providing accidental insurance services to all Accredited and Yellow Card Holder Journalists as per data provided by DIPR.
- b.) The annual premium shall be inclusive of all costs, including administrative cost, service charges, overheads, profits and taxes
- c.) The scheme should have provisions for new entrants to get coverage at the same premium within 24 hours of communication from DIPR.
- d.) in the format specified at Annexure C; and
- e.) only in Indian Rupees and up to two decimal places.

4. Formats and Submission of Bids

4.1 The submission of the Tender would a manual submission (Hard copy) that is to be made on or before the due date for bid submission at the address as specified in the Tender Notice. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.

4.2 The Tenders, submitted, shall consist of the single sealed Master Envelope to be superscribed as “ TENDER FOR THE ACCREDITATION AND YELLOW CARD HOLDER JOURNALISTS” that shall contain two sealed envelopes, i.e

one for Technical Bid, superscribed as "TECHNICAL BID" and one for Financial Bid, superscribed as "FINANCIAL BID".

4.3 All the envelopes should have the Bidder's Name and Address clearly written at the Left Bottom Corner of the envelope.

4.4 The Envelope containing Technical Bid will contain following documents:

Technical Bid will comprise of following Documents:

- a.)** The undertaking by the bidder regarding agreement to all the terms and conditions of "Accidental Insurance for Accreditation and Yellow card holder Journalists as provided in this tender in the format set out in Annexure B.
- b.)** The undertaking by the Bidder to use the services of only those Third Parties Administrators, that fulfil the criteria specified in the Tender Documents, in the format set out in Annexure D.
- c.)** The certificate from the Bidder's appointed actuary or Chief Underwriter stating that the Premium quoted by the Bidder for Accidental Insurance Accredited and Yellow Card holder Journalists has been actuarially calculated, in the format set out in Annexure E.
- d.)** Certified true copies of documents specified under the qualification criteria as specified in clause 1.1 of Section- I in the Tender Document (to be labelled as Annexure-F). The list is as under:
 - i.)** Copy of License with IRDA, valid as on date of Bid Opening, in support of clause 1.1 (1) of Qualification Criteria.
 - ii.)** Copy of self-declaration to the effect that the bidder is authorized by IRDA to conduct Group Personal Accident insurance business and also has experience of 3 years in accidental insurance, prior to the date of submission of the bid, in support of clause 1.1 (1) of Qualification Criteria
 - iii.)** Declaration from the bidder that the insurance company has never been black listed/de-listed/ barred in support of clause 1.1 (3) of Qualification Criteria.

- e.) Undertaking of the bidder in support of clause 1.1 (5) of Qualification Criteria.
 - vi.) Undertaking duly signed and stamped by authorized signatory of the Insurance Company that it has submitted its Bid as a single entity only and has not formed a Consortium for the Scheme. (to be labelled as Annexure-G)
- 4.5** The Envelope containing Financial Bid will contain Financial quote as its Financial Bid in the format set out in Annexure C to the DIPR.
- 4.6** Each page of the Technical as well as Financial Bid shall be signed and stamped by the authorized signatory of the Bidder.
- 4.7** The bids may be rejected, if the bids are not submitted in the prescribed format.
- 4.8** The DIPR may, at its discretion, extend the Bid Due Date by amending the Tender Documents in accordance with Clause 2.2, in which case all rights and obligations of the Department of Information & Public Relations, Punjab and the Bidders will thereafter be subject to the Bid Due Date as extended.

5. General Points for Bid Submission

- a.) The Bidder shall submit originals of the documents required for Bidding.
- b.) The Bid shall be submitted on or before the stipulated time and date as specified in Tender Notice. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.
- c.) The Bidder should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, the Bidder may format the prescribed forms making due provision for incorporation of the requested information, but without changing the contents of such prescribed formats.
- d.) Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

*****Note:** All correspondence or communication in relation to Accredited and Yellow Card holders Journalists Insurance Policy or the Bidding Process shall be sent in writing.

6. Opening of bids

- a.) The DIPR will open the Bids of those Bidders who have successfully submitted their bids in accordance with the requirements of the Tender Notice.
- b.) The Financial Bids of only the Eligible Bidders who meet the qualification criteria as specified in clause 1.1 of Section–I, will be considered for evaluation on the intimated date and time.
- c.) The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present. The procedure for evaluation of the Bids is set out at Clause 7.

7. Evaluation of bids and selection of successful bidder

7.1 Responsiveness of Bids

Upon opening of the Bids of the Bidders, they will first be evaluated for responsiveness to the Tender Documents. If:

(i) any Bid is not complete in all respects and is deficient in respect of any document as listed in clause 4 of Section-I of the Tender Document; or (ii) any Bid is not duly signed by the authorized representative of the Bidder; or (iii) any Bid is not in the prescribed formats; or (iv) The Insurance Company doesn't meet the qualification criteria as specified in the clause 1.1 of Section-I of tender document and (v) any Bid contains material alterations, conditions, deviations or omissions, then such Bid shall be deemed to be substantially non-responsive. Such Bid that is deemed to be substantially non-responsive shall be rejected.

7.2 Clarifications on Bids

- a.) In evaluating the Bids, the DIPR may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to the DIPR within the time specified by the DIPR for this purpose.
- b.) If a Bidder does not provide clarifications sought by the DIPR within the prescribed time, the DIPR may choose to reject its Bid. In the event that the DIPR chooses not to reject the Bid, the DIPR may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of

its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the DIPR.

- c.) No change in the Annual Premium quoted or any change to substance of any Bid shall be sought, offered or permitted.

7.3 Selection of Successful Bidder

- a.) In selecting the Successful Bidder, the objectives of the DIPR is to select a Bidder that:
 - is an Eligible Bidder;
 - has submitted a substantially responsive Technical and Financial Bid; and
 - has quoted the lowest Annual Premium for Accidental Insurance.
- b.) The process of selecting the bidder to insure Accidental Insurance will be as follows:
 - The bidder who has quoted composite lowest annual premium rate for Accidental Insurance will be declared as L1 Bidder.
 - If Tender Evaluation Committee finds composite L1 bid to be financially unreasonable/ non-viable, the DIPR reserves the right to either cancel all the bids and re-invite financial bids from the remaining technically eligible bidders or call fresh tenders.
- c.) Once the Technical Bids of the Bidders have been opened and evaluated:
 - The DIPR shall notify an Eligible Bidder whose Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder.
 - The DIPR shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

8. Award of contract

8.1 Notification of Award

- a.) Upon selecting the Successful Bidder in accordance with Clause 7.3, the DIPR shall send the proposal to the State Government for approval.

- b.) After the approval by Government of Punjab, DIPR will issue original copy of a notification of award (the NOA) to such Bidder.

8.2 Structure of the Contract

The DIPR shall enter into contract with the Successful Bidder that will set out the terms and conditions for implementation of the scheme.

8.3 Execution of the Contract

The DIPR and the Successful Bidder shall execute the Contract within 2 (two) days of the acceptance of the NOA by the Successful Bidder. The Contract shall be executed in the form of the final drafts provided by the Department of Information & Public Relations.

9. Rights of DIPR

The DIPR reserves the right, in its sole discretion and without any liability to the Bidders, to:

- a.) accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s);
- b.) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- c.) consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- d.) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

10. General Instructions

10.1 Bidding Process

- a.) The original proposal shall be prepared and submitted to the concerned office.
- b.) The completed proposal must be submitted on or before the due date for bid submission specified to the concerned office.
- c.) Breach of general or specific instructions for bidding, general and special conditions of contract with State Government or any of its user

organizations may make a company ineligible to participate in the bidding process.

- d.) Any specific company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be blacklisted by the Department.
- e.) Companies shall submit the tenders only to the concerned office before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and the State Government, Department of Information & Public Relations will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

10.2 Confidentiality and Proprietary Data

The Tender Documents, and all other documents and information that are provided by the DIPR are and shall remain the property of the DIPR and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids. The Department of Information & Public Relations shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.

The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the DIPR or such Bidder on or matters arising out of or concerning the Bidding Process. Except as stated in these Tender Documents, the DIPR will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The DIPR may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any

right or privilege of the statutory authority and/or the Department of Information & Public Relations or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

10.3 Governing Law and Dispute Resolution

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital i.e. Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

SECTION - II

II. SALIENT FEATURES OF THE SCHEME

1.) Definitions:

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the Tender Documents shall have the meanings ascribed to it in the Main Contract.

Beneficiary	means a Beneficiary that is eligible to receive the benefits under the 'Accidental Insurance for Accredited and Yellow Card holders Journalists
Beneficiary Database	means the database provided by the Department of Information & Public Relations, Punjab.
DIPR	DEPARTMENT OF INFORMATION & PUBLIC RELATIONS, PUNJAB.
Insurance Period/ Policy Period/ Policy Plan Period	means the period commencing from the date of start of Accidental Insurance cover (1st April 2018) and expiring on 31st March 2019 (inclusive of both the dates), during which the insurance coverage under Accidental Insurance for Accredited and Yellow Card holders Journalists would be operative and available to the Beneficiaries.
Bid Due Date	means the last date for submission of the Bids as specified in the Tender Notice, and as may be amended from time to time.
Bidder	means a person that submits a Bid in accordance with the Tender Documents; and the term Bidders shall be construed accordingly.
Bidding Process	means the bidding process that is being followed by the Department of Information & Public Relations, Punjab for the award of the Contract, the terms of which are set out in these Tender Documents.
Contract	means a contract to be entered into by the Department of Information & Public Relations, Punjab and the Insurer for the

	provision of the insurance policy cover to the Beneficiaries under Accidental Insurance for Accredited and Yellow card holder Journalists.
Financial Bid	means a financial proposal submitted by the Bidder setting out the Premium quoted by the Bidder.
GoP	means the Government of Punjab.
Insurer./ Insurance Company	means the Bidder that is selected as the Successful Bidder and that enters into the Contract with the Department of Information & Public Relations, Punjab.
IRDA	means the Insurance Regulatory and Development Authority
Notification of Award or NOA	means the notification of award that will be issued by the Department of Information & Public Relations, Punjab to the Successful Bidder after the proposal is accepted by Govt..
Premium	means the premium to be paid by the Department of Information & Public Relations, Punjab to the Insurer in accordance with provisions of the Tender Document.
Qualification Criteria	means the minimum qualification criteria that the Bidder is required to satisfy in order to qualify for evaluation of its Financial Bid.
Rupees or INR	means Indian Rupees, the lawful currency of the Republic of India.
Successful Bidder	means the Eligible Bidder that has been selected by the Department of Information & Public Relations, Punjab for the award of the Contract.
Tender Documents	means these tender document issued by the Department of Information & Public Relations, Punjab for appointment of the Insurer and award of the Contract to implement the Accidental Insurance for Accredited and Yellow Card holders Journalists. This would include the Addendum, annexures, clarifications, Minutes of Meeting or any other documents

	issued along with or subsequent to the issue of the tender and specifically mentioned to be part of the tender.
Tender Notice	shall mean the notice inviting tenders for providing Accidental Insurance to the Accredited and Yellow Card holders Journalists.
Third Party Administrator or TPA	means any organization that: is licensed by IRDA as a third party administrator, meets the criteria set out at Appendix 13 and that is engaged by the Insurer, for a fee or remuneration, for providing Policy and claim facilitation services to the Beneficiaries as well as to the Insurer upon a claim being made.
Accident An	accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means
Injury	<p>Injury means accidental physical bodily harm resulting from an</p> <p>accident and which is not an illness and which :</p> <p>a) Is caused by violent, external and visible and evident means which is verified and certified by a Medical Practitioner.</p> <p>b) Occurs during the period of Insurance Policy</p> <p>c) Results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by an injury)</p>
Limb	Means the entire limb between the Shoulder and the wrist or between the hip and the ankle.
Loss	Means in connection with:

	<p>a) A limb, permanent physical severance or permanent loss of use of the limb</p> <p>b) An eye, total and permanent loss of all sight in the eye.</p> <p>c) Hearing, total and permanent loss of hearing And which in each case is caused by Injury.</p>
Permanent Total Disablement	<p>Means disablement, as a result of bodily injury which :</p> <p>a) occurs within the period of insurance policy, and</p> <p>b) is confirmed as total, continuous and permanent by a medical practitioner (Doctor of Govt. Hospital) and</p> <p>c) entirely prevents an insured person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.</p>

2.) Beneficiaries:

a.) Accredited and Yellow Card Holders Journalists of DIPR Punjab would be the beneficiaries of this accident; insurance cover.

Already Enrolled : 4200 (Approximately)

****Actual enrolment figure may have minor variations.**

b.) The scheme should have provisions for new entrants to get coverage at the same premium within 24 hours of communication from DIPR.

3. Enrolment unit and its definition:

3.1 Unit of Enrolment

The unit of enrolment for Accidental Policy is an Accredited or Yellow card holder Journalist as per data provided by DIPR

4. Benefit Coverage:

A.) ACCIDENTAL DEATH AND PERMANENT

DISABILITY COVER: This cover shall be available to the Head of the Family of the enrolled Beneficiary will include accidental death, and permanent total disability resulting solely/ and directly from any kind of accident caused by external and visible means, such accidents occurring within the period of insurance policy, that will include the following:

- i) Burning
- ii) Asphyxia caused by room heating devices
- iii) Drowning
- iv) Washing away in floods, avalanches, landslides
- v) Electrocutation
- vi) Snake/ Insect Bite
- vii) Attack by wild / rabid animals
- viii) Earthquakes
- ix) Cyclones
- x) Acts of terrorism
- xi) Collapse of roof
- xii) Fall from tree/ roof/stairs/pole/vehicle
- xiii) Road Traffic Accidents

****Accidental death/permanent total disability resulting from any kind of accident which occurs due to influence of alcohol or drug will not be covered as per IRDA Guidelines.**

B.) Coverage includes the spontaneous death/ permanent total disability caused due to bodily injury resulting solely/ and directly from any kind of accident, if such injury occurs within the insurance policy period and is the sole and direct

cause of the death / permanent total disability, irrespective of whether the death/ permanent total disability takes place within the insurance period or after the expiration of the insurance period but within 12 months from the date of occurrence of such accident.

C.) Coverage includes the accidents arising in any part of the country and anywhere, i.e., at home, in public, whilst engaged in any occupation, vocational activity and or travelling by any mode of conveyance. The cover shall be available on the 24 hrs basis for the accidents occurring anywhere in the country, irrespective of the site, mode of conveyance and manner whatsoever.

D.) Coverage of sum insured of Rs 5,00,000/- (Five Lakhs) per main member shall be as under:

Event	Benefit (% of the Sum Insured)	Benefit (Amount)
Accidental Death	100% of Sum Insured	Rs. 5,00,000
Permanent Total Disability	100% of Sum Insured	Rs. 5,00,000
Loss of two (2) limbs	100% of Sum Insured	Rs. 5,00,000
Loss of one (1) eyes and one (1) limb	100% of Sum Insured	Rs. 5,00,000

5. Claim Settlement:

5.1 The Insurance Company shall be liable to settle the claim within 30 days from date of submission of claim documents and in case of

delay; the reasons have to be informed to the DIPR. If reasons are not found justified, then the Insurance Company shall be liable to pay the claim amount with interest as per latest IRDA Notification.

5.2 If any claim is repudiated by the successful bidder on any grounds, the investigation report along with the reasons for the same has to be provided to the DIPR within 15 days of such report.

5.3 . Claim Procedure:

Upon happening of any accident and/or injury or accidental death which may give rise to a claim under this policy:

- i.)** The intimation of happening of any accident and/or injury or accidental death is to be given DPRO Office of the concerned district/ PFA Branch, DIPR, Punjab, Fifth Floor, Punjab Civil Secretariat, Sector-1, Chandigarh within 30 days from the happening. The report regarding intimation received shall be further forwarded to the Insurance Company.
- ii.)** In case of accidental death, the payment towards the claim shall be made to the nominee of the beneficiary.
- iii.)** Delay in intimation/ non-intimation of the event, would not construe a reason for rejection of the claim by the Insurance Company.
- iv.)** Following documents shall be required in the event of a claim within 180 days after the date of accident and/or injury or accidental death.

5.3.1 For Death Claim

- a.)** Duly filled up claim form
- b.)** Death Certificate

- c.) Copy of FIR/ Copy of Panchnama, as applicable for the claim
- d.) Copy of Post mortem report, except in the following cases:
 - Exemption by the Competent authority
 - Exemption by SGRC under exceptional circumstances based on the merit of the case.
- e.) Bank account details of spouse/ dependant family member, if available.

5.3.2 For Permanent Total disablement

- a.) Duly filled up claim form
- b.) Copy of FIR/ Copy of Panchnama as applicable for the claim
- c.) Hospital discharge card.
- d.) Original Certificate from Doctor of Govt. Hospital stating the degree of disability.
- e.) Bank account details of HoF Beneficiary, if available.

5.4. Settlement Process:

- a.) The claim is to be submitted to the nearest branch office of the Insurance Company.
- b.) Insurer will, on receipt of complete set of documents, process the claim. Any requirement/deficiencies in the documents submitted, shall be sought by the Insurer within 15 working days of receipt of the claim.
- c.) All the documents being in order, the Insurer will settle the claim within 30 working days from the date of receipt of the Claim.

- d.) All the correspondence related to claim will be directly taken up by the Insurer with the claimant.
- e.) In case of any delay Insurer shall pay interest as per IRDA Norms.

6. Repudiation of Claims

In case of any claim being found untenable, the insurer shall communicate reasons in writing to the DIPR within ONE MONTH of receiving the claim. A final decision regarding rejection, even if the claim is getting investigated, shall be taken within ONE MONTH.

7. Period of Contract and Insurance Period:

7.1) The bipartite Agreement will be entered between the Insurance Company and DIPR. The Contract shall become effective on the date of signing of the Multipartite Agreement and shall continue to be valid and in full force and effect until expiration of the Accidental Insurance Policy Period issued by the insurer, including any renewal of such policy, under the Contract or until early termination, whichever is earlier.

7.2) Even after the end of the contract period, the Insurance Company should ensure that all claim settlement services are available until the fulfilment of its obligations with the DIPR and settlement of claims from all hospitals and beneficiaries

7.3) However, the cumulative term of the Contract(s) shall be for one year, from the start date of the insurance policy in the first year. The decision regarding extending the contract of the Insurance Company on yearly basis will be taken by the DIPR at its absolute discretion, which shall be binding on the Insurance Company.

8. Payment of Premium:

The Payment of premium will be as follows:

- 8.1) DIPR will, on behalf of the identified beneficiaries, make the payment of the premium to the Insurance Company based on the enrolment of the identified beneficiaries.
- 8.2) The full and final premium shall be paid by the DIPR to the insurance company in a single instalment.

**** As reported earlier, there may be minor variation in number of already Enrolled beneficiaries. This premium will be paid to the Insurer on the basis of actual enrolled beneficiaries.**

- 8.3) Insurance Company will need to submit a enrolment report.

9. Penalties:

- 9.1) The DIPR shall reserve the right to impose a penalty on the Insurance Company for its failure to perform its obligations/ meet the prescribed service standards as defined herein. The prescribed Service levels and respective penalties have been described in the table given below. The amount payable under penalty imposed on Insurance Company, shall be remitted to the DIPR.
- 9.2) The Insurance Company shall not, whether by legal proceedings or otherwise, contend that the penalties imposed are not reasonable or put the DIPR to the proof thereof, or further contend that its agreement to such sum and were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the DIPR.

9.3) In an event the DIPR decides to impose any penalty upon Insurance Company, it shall serve a written notice upon the Insurance Company. The Insurance Company shall pay the penalties imposed upon it to the DIPR within 15 days of receipt of a written notice from the DIPR requesting payment thereof. The DIPR shall reserve the right to deduct the penalties payable by the Insurance Company from any premium due and payable to the Insurance Company or to become due to the Insurance Company by the DIPR, in an event the Insurance Company fails to comply with the stipulated time frame for payment of penalties imposed upon it, for any reason whatsoever.

9.4) The payment of the penalties shall not relieve the Insurer and/or TPA from its obligations as laid under the Tender document and the Service Level Agreement and shall not affect the rights of the DIPR with respect to any/all clauses and provisions as stipulated in the Tender document and Service Level Document in anymanner, whatsoever.

10. Enrolment of Beneficiaries.

10.1) The enrolment of the new beneficiaries will be undertaken by the insurance company on the basis the additional list provided by the DIPR.

10.2) The DIPR shall provide beneficiary enrolment data of already enrolled Journalist to the Insurance Company to ensure the commencement of the insurance cover of already enrolled Journalists w.e.f 1st April 2018.

11. Commencement of Policy.

The policy period under the Accidental policy shall commence from the first day of April 2018 and shall expire on 31st March 2019 for all the districts in the State.

12. Termination of Contract:

12.1 The Agreement shall take effect on the date of signature hereof by the Parties, and shall remain in force till the end of the contract period and two months beyond the contract period subject to a right to the State Government to terminate the Agreement, on the basis of review of the performance of the Insurer, or any other reason, whatsoever, before the same period.

12.2 The Agreement may be terminated by the State Government before the expiry of the contract period by serving one month prior written notice on the insurer in case of failing performance of the Insurer based on factors including but not limited to:

- a) Compliance with the guidelines specified in respect of enrolment & transaction.
- b) The facilities set up and arrangements made by the Insurer toward servicing the beneficiaries such as quality assurance, handling of grievances, availability of benefits and hassle free transactions etc agreed to between stakeholders.

12.3 In case of termination of the contract following process will be followed:

The cover policy period of each of the policies, issued by the Insurer, shall terminate on the expiry of the termination notice period, unless the DIPR has issued a written request to the

Insurer before that date to continue providing cover under the policies issued by it. The Insurer shall, upon the written request of the DIPR, continue to provide the cover under the policies until such time that the DIPR appoints a substitute insurer and the cover provided by the substitute insurer commences. The last effective date of the policies shall be the Termination Date:

- a)** The Insurer will pay back to the DIPR within one week the unutilized amount of premium, calculated until the termination date using a prorate basis.
- b)** Upon termination of the Contract(s) and receipt of a written request from the DIPR at least 7 days prior to the Termination Date, the Insurer shall assign its rights and obligations, other than any accrued payment obligations and liabilities to the DIPR.

ANNEXURES
Annexure A –

Checklist of documents submitted with the bid

SN	Document	Clause Reference	Document Submitted (Yes/No)
1	The undertaking by the bidder regarding agreement to all the terms and conditions of Accidental Insurance as provided in this tender in the format set out in Annexure B	Annexure B	
2	The undertaking by the Bidder to use the services of only those Third Party Administrators, that fulfil the criteria specified in the Tender Documents, in the format set out in Annexure D.	Annexure D	
3	The certificate from the Bidder's appointed actuary or Chief Underwriter stating that the Premium quoted by the Bidder for 'Accidental Insurance for Accredited and Yellow Card Holder Journalists' has been actuarially calculated, in the format set out in Annexure E.	Annexure E	
4	Certified true copies of documents specified under the Qualification criteria as specified in clause 1.1 of Section- I in the Tender Document (to be labelled as Annexure-F).	clause 1.1 of Section- I	
5	Undertaking duly signed and stamped by authorized signatory of the Insurance Company that it has submitted its Bid as a single entity only and has not formed a Consortium for the Scheme. (to be labelled as Annexure-G)	clause 4.4 (e) of Section - I	
6	Financial quote as its Financial Bid in the format set out in Annexure C	Annexure C	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

