

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	27-06-2025 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-06-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम / Department Name	Department Of Health And Family Welfare
संगठन का नाम / Organisation Name	Central Medical Services Society (cmss)
कार्यालय का नाम / Office Name	li Floor Viswayuvak Kendra Chanakyapuri
क्रेता ईमेल / Buyer Email	agm.finance@cmss.gov.in
वस्तु श्रेणी / Item Category	Group Mediclaim Insurance Service - Contract Employees; All pre-existing illness, Maternity, Hospitalization for accident & emergency Treatments; Yes
अनुबंध अवधि / Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes
बिड से रिवर्स नीलामी सक्रिय किया / Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम / RA Qualification Rule	H1-Highest Priced Bid Elimination

बिड विवरण/Bid Details	
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Service Provider and it's insurance company must have been in the Insurance business in India for at least XX years:As per Tender Document

Buyer to specify the Service Provider must have a Solvency Ratio more than YYY%:As per Tender Document

Service Provider and it's insurance company should currently be providing insurance to at least YY Government, Semi-government, PSU, Govt. Undertaking, Autonomous bodies, Educational institutes of national repute, etc.:As per Tender Document

Service provider and it's insurance company should be providing insurance to at least XX clients in India where the annual premium is more than INR XX for each client:As per Tender Document

Service Provider and it's insurance company should be providing insurance to at least XX clients in India where the insurance cover (sum insured) is more than INR XX for each client:As per Tender Document

The bidder should have a claim settlement ratio of more than ZZ% for (Type of Insurance) over the last 3 years:As per Tender Document

More than YY (type of Insurance) Insurance Policies should have been issued to govt depts in past 3 years with Sum Insured not less than INR XX:As per Tender Document

Gross Total Premium underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores.:As per Tender Document

Gross Total Premium for (Type of Insurance) underwritten within India in last XX Financial Years should be more than INR Rs. XXX Crores:As per Tender Document

Details of Buyer (Insured):[1749209505.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-06-2025 11:00:00	CMSS Conference Room

Group Mediclaim Insurance Service - Contract Employees; All Pre-existing Illness, Maternity, Hospitalization For Accident & Emergency Treatments; Yes (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण / Spec ificat ion	मूल्य/ Values
कोर / Core	
Type of Peopl e being Insur ed	Contract Employees
Cover age	All pre-existing illness , Maternity , Hospitalization for accident & emergency Treatments
Famil y Mem bers (depe ndant s) to be Cover ed	Yes
Depe ndent mem ber(s) to be cover ed	Spouse , Children , Parents / Parents-In-Law
Co- Paym ent Perce ntage	NA
Top- Up Cover to be Provi ded	No

विवरण / Spec ificat ion	मूल्य/ Values
Buffer Sum Insur ed for Grou p Medic laim to be used at the discre tion of the Buyer	No
Amt of Buffer Sum Insur ed to be provis ioned at the organ izatio n level (in INR)	NA
Premi um Paym ent Optio ns	Annually

विवरण / Spec ificat ion	मूल्य/ Values			
List of Insurer from where insurance to be taken (can indicate multiple service providers)	Acko General Insurance Ltd. , Aditya Birla Health Insurance Co. Ltd. , Agriculture Insurance Company of India Ltd. , Bajaj Allianz General Insurance Co. Ltd , Bharti AXA General Insurance Co. Ltd. , Cholamandalam MS General Insurance Co. Ltd. , Manipal Cigna Health Insurance Company Limited , Edelweiss General Insurance Co. Ltd. , ECGC Ltd. , Future Generali India Insurance Co. Ltd. , Go Digit General Insurance Ltd. , HDFC ERGO General Insurance Co.Ltd. , ICICI LOMBARD General Insurance Co. Ltd. , IFFCO TOKIO General Insurance Co. Ltd. , Kotak Mahindra General Insurance Co. Ltd. , Liberty General Insurance Ltd. , Magma HDI General Insurance Co. Ltd. , Niva Bupa Health Insurance Co Ltd. , National Insurance Co. Ltd. , Raheja QBE General Insurance Co. Ltd. , Reliance General Insurance Co. Ltd. , Reliance Health Insurance Ltd. , Care Health Insurance Ltd , Royal Sundaram General Insurance Co. Ltd. , SBI General Insurance Co. Ltd. , Shriram General Insurance Co. Ltd. , Star Health & Allied Insurance Co. Ltd. , Tata AIG General Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd. , Universal Sampo General Insurance Co. Ltd.			
एडऑन /Addon(s)				
अतिरिक्त विवरण /Additional Details				
Insurance Start Date	02-08-2025			
Insurance End Date	31-07-2026			
अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents				
प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity				
क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Lumpsum/Project based Service	अतिरिक्त आवश्यकता /Additional Requirement
1	Anurodh Singh	110021,Second Floor , Viswa Yuvak Kendra , Chanakyapuri New Delhi -110021	1	<ul style="list-style-type: none"> Total Sum Insured : 39500000 Total number of people to be Insured : 178

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

ONLINE TENDER FOR COMPREHENSIVE GROUP HEALTH INSURANCE POLICY



CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Body under Ministry of Health & Family Welfare, Govt. of India)

2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,

Chanakypuri, New Delhi-110021

Website: cmss.gov.in, Tel. 011-21410905/6

CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Society Under Ministry of Health & Family Welfare, Govt. of India)
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Marg, Teen Murti Marg, Chanakayapuri,
New Delhi-110021 Phone: 011-21410905, 21410906
website: cmss.gov.in, email- anujprakash@cmss.gov.in, agm.finance@cmss.gov.in

NOTICE INVITING e-TENDER **(e-PROCUREMENT)**

A. Tender Notice for Comprehensive Group Health Insurance Policy for CMSS Employees and their dependent Family Member

Central Medical Services Society (CMSS), (An autonomous body under Ministry of Health and Family Welfare, Govt. of India), invites online tenders in prescribed format on Government e-Marketplace (GeM portal: <https://gem.gov.in/>) portal from **IRDAI Accredited Insurance Companies or IRDA Registered/Licensed Brokers** through open tender for providing Group Health Insurance Policy for Employees and their dependent Family Members, for a period of one (01) year starting from the issuance/ award of the contract on stipulated NIT terms and conditions.

CRITICAL DATA SHEET

i.	Organization Name	Central Medical Services Society
ii.	Tender Reference Number	CMSS/AN/325-III/2025
iii.	EMD	Bid Security Declaration
iv.	Date & Time of issue of NIT (Availability of tender documents on GeM for download)	Date: 06-Jun-2025 Time: As published on GEM portal
v.	Pre-bid meeting date*	Date: 13-Jun-25 Time: 11:00 Hrs
vi.	Last Date and Time for Tender submission / upload of bids	Date: 30-Jun-25 Time: As published on GEM portal
vii.	Date and time for opening of Tenders/Bids	Date: As published on GEM portal Time: As published on GEM portal
viii.	Pre-bid meeting venue	Central Medical Services Society 2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg, Chanakayapuri, New Delhi-110021
ix.	Place of Bid submission and bid Opening	
x.	Address for Communication	
		Meeting Link:
Note* <u>CMSS will conduct the Pre-bid meeting online and also in person.</u> The bidders who want to participate in the pre bid meeting are requested to drop a mail to (Email Id to: anujprakash@cmss.gov.in marking cc to agm.finance@cmss.gov.in) from their official Email ID's in the attached format <u>Annexure V – Pre Bid Meeting Authorization Letter only.</u>		

SUBMISSION OF BID

1. The bids shall be submitted online on Government e-Marketplace portal (GeM portal: <https://gem.gov.in/>). All the pages of bid being submitted **must be signed and sequentially numbered by the bidder** irrespective of nature of content of the documents before uploading. Failing this, the respective tender will be summarily rejected.

Technical Bid document should be addressed to:

The General Manager (Admin)
Central Medical Services Society
2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakyapuri, New Delhi-110021

2. The bids/offers received after the due date and time mentioned above will not be entertained under any circumstances. Incomplete and unsigned bids or the bids not in prescribed format will be rejected without assigning any reason.

Further details of the NIT along with the terms and conditions, tender document, other specification and Corrigendum (if any) can be published and downloaded from the GeM website: <https://gem.gov.in>.

1. OBJECTIVE

Central Medical Services Society (CMSS), proposes to procure Comprehensive Group Health Insurance Policy for employees and their dependents family members from a Bidder/Insurance Company, who can offer a suitable and cost-effective Policy/ Plan for a period of one (01) year on stipulated NIT terms and conditions.

2. EARNEST MONEY DEPOSIT/BID SECURITY (EMD)

- 2.1. In accordance with Department of Expenditure circular No. F.9/4/2020-PPD, dated the 12th November 2020, submission of **Bid Security declaration/undertaking** in place of EMD has been allowed (as per Annexure VIII). Notarized undertaking by companies in the format given in **Annexure VIII** to be deposited with the Tender Inviting Authority Office preferably by the date and time specified in the critical date-sheet to submit the bid documents
- 2.2. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of their Tender and in case of the lowest/ matched bidder, fails to execute the contract agreement, in both the above cases, the bidder will not be eligible to participate in the tender for same item for two years from the date of issue of letter of acceptance. The bidder will not approach the court against the decision of the CMSS in this regard.

3. POWER OF ATTORNEY:

Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs.50/-) in favor of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself

as proprietor with specimen signature.

4. **ELIGIBILITY AND QUALIFICATION CRITERIA:**

Sl.No.	Eligibility and Qualification Criteria	Documents to be submitted for Pre-Qualification Criteria Compliance
5.1	The Insurance Companies should be <u>Licensed/ Registered by IRDAI</u>	The license by IRDAI should be issued before 01/04/2025 and valid on tender opening date. The copy of the license to be submitted. Bidder should submit copies of the renewal receipts since original date of registration till date, evidencing renewal of the license issued by IRDAI duly attested by authorized signatory.
5.2	The bidder should have proven <u>Experience</u> of managing Group Health Insurance Policy across PAN- India.	Bidder should have experience of managing atleast 10 policies explicitly having minimum group size of 100 in a single contract, during the last three (03) years. Out of these policies atleast 01 policy should relate to each of the last 03 years across PAN-INDIA.
5.3	In accordance with DoE guidelines vide OM No F.1/20/2018/PPD dt. 02.11.2021, the bidder should not be debarred, in general or for the services tendered, by CMSS, MoH&FW and DoE on the date of tender opening and on the date of award of contract. Aforesaid debarred bidders are not eligible to bid.	Bidder should submit a declaration towards the same duly attested by authorized signatory as per <u>Annexure-IV.</u>
5.4	The bidder should have a MINIMUM CLAIM SETTLEMENT RATIO of ABOVE 95% during the last two financial year i.e., 2022-23 and 2023-24.	Bidder should submit CA Certificate with Unique Document Identification Number certifying the same.
5.5	The bidder should have Branch Office in <u>National Capital Territory of Delhi</u> for support.	The Bidder should submit a declaration duly attested by authorized signatory including details of existing Branch details like local Contact Person Name, Office Address, Mobile No, Email-id etc.
5.6	Entities having beneficial ownership in land border sharing countries, as defined in Department of Expenditure Order No. F.7/10/2021-PPD dated 23.02.2023, as amended from time to time, shall be eligible to bid only if they are registered with competent authority in accordance with the provisions of the Order.	Bidder should submit a declaration towards the same duly attested by authorized signatory as per <u>Annexure-IV.</u>

5.7	Average Annual Financial Turnover of Rs. 100 Crore for Tenderers in any last three financial years i.e. 2021-22, 2022-23 and 2023-24.	Average Annual Financial Turnover during the last three (3) financial years ending 31st March of the previous financial year (i.e. 2021-22, 2022-23 and 2023-24) should be furnished duly certified by the practicing Chartered Accountant with UDIN. Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account for the last three years duly certified by a Chartered Accountant with UDIN.
5.8	The bidder should have a minimum of 3000 Nos. of empaneled cashless Hospital network and 1000 Nos. of empaneled cashless Radiology/ Pathology (Labs) Centers across PAN-INDIA and atleast 200 Nos. of empaneled cashless Hospital network and atleast 100 Nos. of empaneled cashless Radiology/ Pathology (Labs) centers in Delhi-National Capital Region (NCR)	Detailed list of all empaneled cashless hospitals & Radiology/ Pathology (Labs) Centers complete name & address region/ state/ district/ city/ pin code wise to be submitted alongside technical bid.
5.9	Availability/ Implementation of 24x7 Mobile Application (for both ios & android) or 24X7 website for easy escalation of claims and support.	The Bidder shall have fully functional 24X7 mobile application or 24X7 website consisting of all the essential data at employee's disposal and through which an employee must be able to upload all the necessary documents required for the purpose of hassle-free reimbursement of his/her medical bill(s).
5.10	The bidder should have less than 30 (Thirty) complaints on every 10,000 (Ten Thousand) claims made during the last two financial year i.e., 2022-23 and 2023-24	The Bidder should submit a declaration duly attested by authorized signatory including the bidder's ' claim-complaints data ' of last two financial year i.e., 2022-23 and 2023-24.

Note: The bidder must submit all the requisite/ supporting documents as per Eligibility and Qualification Criteria as mentioned in clause 5 above for qualifying under Technical Evaluation along with compliance to all other terms and conditions and the details should be filled in Annexure-I.

5. BID VALIDITY PERIOD: The offer submitted and the prices quoted therein shall be valid for 120 days from the date of opening of Technical Bid.

6. PAYMENT TERMS

- 6.1.** The premium amount for actual family (as per pay Level) will be paid on yearly basis at the beginning of the contract according to the number of employees available on the date of commencement of the contract.
- 6.2.** The lowest/ matched bidder shall fill and submit the **Annexure-X** for the price bid quoted by the bidder. Any addition /deletion of member during the tenure of the policy shall be made on the basis

of rate quoted (on pro-rata) in this annexure.

- 6.3. The lowest/ matched bidder shall submit the tax invoice for the release of the premium amount.
- 6.4. Refund premiums for deletions if any, shall be credited/ returned to the CMSS provided there is nil claim reported from the exiting employee and his/her dependents. The final refund, if any shall be returned to the CMSS within one month from the date of expiry of the policy.
- 6.5. Sum Premium shall be paid by Central Medical Services Society (CMSS) to the Insurance Company on behalf of insured members.
- 6.6. CMSS will not pay any additional charges to Broker such as Broker's fee/commission etc. over and above the premium charges.

7. LIQUIDATED DAMAGES AND OTHER PENALTIES:

- 7.1. If there is any delay of more than 30 days in settlement of all claims from the date of submission of complete documents by the employees, a deduction towards penal interest @ 20% p.a. shall be imposed to the insurance provider by CMSS.
- 7.2. The Invoice payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty if any, TDS if any, by Central Medical Services Society (CMSS) and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. All the applicable taxes shall be paid as extra at actuals.
- 7.3. CMSS shall not be responsible for any fraudulent claims made by the members insured under the Mediclaim Policy.

8. PRE-BID MEETING

- 8.1. The bidder should carefully examine and understand the specifications, terms and conditions of the bid and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the bid document by mentioning the relevant page number and clause number of the bid document.
- 8.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to **The General Manager (Admin) , Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg, Chanakyapuri, New Delhi-110021** during the Pre-Bid meeting or before to email Id (To: anujprakash@cmss.gov.in , keeping CC: agm.finance@cmss.gov.in)
- 8.3. No oral or individual consultation will be entertained.
- 8.4. Central Medical Services Society (CMSS) will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available on the organization's website (<https://www.cmss.gov.in/tenders/>) and GeM portal. No individual correspondence shall be made. The clarification of the organization in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof

will become part and parcel of the bid and it will be binding on the bidders.

- 8.5. No reply to any of the queries raised by the vendors during pre-bid Meeting shall be considered as acceptance of the query/issue by CMSS.

9. AMENDMENT TO BIDDING DOCUMENT

- 9.1. At any time prior to deadline for submission of Bids, Central Medical Services Society (CMSS), for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 9.2. Notification of amendments will be made available on the GeM portal/organization's website only (i.e., www.cmss.gov.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- 9.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Central Medical Services Society (CMSS), at its discretion, may extend the deadline for a reasonable period as decided by the Competent Authority for submission of Bids.

10. PREPARATION OF BIDS

- 10.1. **TECHNICAL BID – “PACKET-1”**: Those indenting to participate in the tender (herein called Tenderer) should first ensure that they fulfil all the eligibility criteria and all documents should be valid on the date of tender opening packet-1.
- 10.2. The Tenderer should electronically submit the soft copies of following documents in Technical Bid “Packet 1”. (All the documents submitted should bear signature and stamp of the Tenderer)."
- 10.3. All supporting documents pertaining to eligibility and qualification criteria as mentioned at Clause No.5 of this NIT to be submitted.
- 10.4. Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- 10.5. **PRICE BID - “PACKET 2”**: The Price Bid should be carefully filled in the prescribed format (**Annexure-XII**) as per the provision and guidelines of GeM Portal and submitted on GeM Portal only. **Bidder's participation in tender on the basis of total strength of Families to be covered/ insured w.r.t. Employee at Pay Level & Sum Assured. Existing Total Strength of families / employees =52**
- 10.6. The existing strength of the employees of CMSS in various categories of insurance coverage, including family detail thereof, are detailed in **Annexure -IX, X and XI**. This strength can slightly vary (increase /decrease) from existing strength due to new joining / resignation by existing employee.
- 10.7. Bidders are required to quote their rates based upon existing strength as indicated in **Annexure XI and XII**. The evaluation shall be based upon above rates, inclusive of all duties and taxes.

10.8. The amount of actual premium payable to the selected bidder shall be computed based upon the Actual Strength of Families (self+ dependents) available at the time of finalization of tender/ award of tender.

10.9. The Actual Strength of Lives (in families) to be Insured shall be taken/ calculated and informed to the bidder as per actual number of Employee Strength and their dependent family members at the time of award of contract.

11. OPENING OF “PACKET 1” i.e. ‘TECHNICAL BID AND “PACKET 2” i.e. FINANCIAL BID’ OF TENDER

11.1. Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids.

11.2. To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. Documents issued after the date of Tender Opening will not be accepted.

11.3. Clarification (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The bidder has to respond to CMSS and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the bidder’s response will necessarily be in writing and it should be submitted within the time frame stipulated by the organization.

11.4. The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per NIT will be opened.

12. PRELIMINARY SCRUTINY

12.1. CMSS will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of the bid, whether the documents have been properly signed and seal, whether items/services are offered as per bid requirements and whether technical documentation as required to evaluate the offer has been submitted.

12.2. Prior to detailed evaluation, CMSS will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

13. METHODOLOGY FOR PLACING ORDERS: For placing order the following procedures will be adopted:

13.1. After the Price Bid opening of technically qualified tenderer, the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.

13.2. The tenderer, who has been declared the lowest tenderer, shall, after LOA (Letter of Acceptance), execute the necessary agreement for commencement of the contract as specified in this NIT.

14. TENDER /BID OWNERSHIP: The Bid/Proposal and all supporting documentation submitted by the bidder shall become the property of CMSS. As the bidder’s bid is central to the evaluation and

selection process, it is important that, the bidder carefully prepares the bid as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Correct and current technical details must be completely filled in. The annexures shall form integral part of the bid.

15. ACCEPTANCE OF OFFER

- 15.1.** CMSS reserves its right to reject any or all the offers without assigning any reason thereof whatsoever. CMSS will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard. The bids received and accepted will be evaluated by CMSS to ascertain the best and lowest bid in the interest of the organization. However, CMSS does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. CMSS reserves the right to re-tender the bid with or without modifications. CMSS shall not be obliged to inform the affected bidder(s) of the grounds for CMSS' rejection.
- 15.2.** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though CMSS may elect to modify/withdraw the tender.

- 16. EFFECTIVE DATE** The Comprehensive Group Health Insurance Policy to employees and their dependents with Central Medical Services Society (CMSS) shall be initially for a period of one (01) year starting from the issuance/award of the contract and can be extended on mutual agreement, subject to satisfactory performance, up to maximum of one (01) year.

- 17. SUBCONTRACTING:** The selected bidder should not sub-contract to any other company/firm/trust. After selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.

18. EXECUTION OF AGREEMENT

- 18.1.** Within 10 days from the **date of acceptance** of the Purchase Order or within 15 days from **the date of issue** of Purchase Order whichever is earlier, the selected bidder shall sign a stamped "Agreement" with Central Medical Services Society (CMSS). Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of CMSS and also rejection of the selected bidder.
- 18.2.** The Agreement shall include all terms, conditions and specifications of bid and also the Bill of Service and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, CMSS receiving the duly signed original and the selected bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

19. ORDER CANCELLATION/TERMINATION OF CONTRACT

- 19.1.** CMSS reserves its right to cancel the LOA / contract at any time by assigning appropriate reasons in the event of one or more of the following conditions:
- Delay in delivery of services in the specified period.
 - Breaches in the terms and conditions of the Agreement/ Contract/ PO.

19.2. CMSS reserves the right to cancel the contract placed on the selected bidder on the following circumstances:

- Non submission of acceptance of order within 3 days of order.
- Excessive delay in execution of order placed by CMSS.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes in to liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- The progress made by the selected bidder is found to be unsatisfactory.
- If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.

19.3. CMSS shall serve the notice of termination to the bidder at least 30 days prior of its intention to terminate services without assigning any reasons.

20. PRICING: No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm & valid till the completion of the contract.

21. GENERAL TERMS: Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to CMSS immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to CMSS. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with CMSS and the decision of CMSS shall be final.

22. RESPONSIBILITIES OF THE SELECTED BIDDER

22.1. The selected bidder has to inform change in the management of the company, if any, to CMSS within 30 days from the date of such change during contract period.

22.2. The selected bidder shall provide 24 x 7 helpline, Escalation Matrix and their contact details at different levels such as primary [shall be Single Point of Contact (SPC) for all purposes] and appellate level for handling escalation /incidents.

23. RESPONSIBILITY FOR COMPLETENESS

23.1. The selected bidder shall ensure that the service provided meets all the technical and functional requirements as envisaged in the scope of the bid.

23.2. The selected bidder shall deliver the supplied service as per technical specification and Scope of Work described elsewhere in the bid.

23.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or

otherwise accepted by CMSS or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to CMSS.

24. NEGLIGENCE: In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to deliver the services with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by CMSS, in such eventuality, CMSS may after giving notice in writing to the selected bidder, CMSS shall have the right to cancel the Contract holding the selected bidder liable for the damages that the CMSS may sustain in this behalf. Thereafter, the above action shall be at the risk and cost of the selected bidder.

25. ASSIGNMENT

25.1. The selected bidder shall not assign to any one, in whole or in part, its obligationsto perform under the bid/contract, except with the CMSS' prior written consent.

25.2. If CMSS undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this bid shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this bid.

26. PUBLICITY: Any publicity by the bidder in which the name of Central Medical Services Society (CMSS) and its employees is to be used will be doneonly with the explicit written permission of CMSS.

27. CONFIDENTIALITY AND NON-DISCLOSURE

27.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of delivery of services. Bidder shall suitably defend, indemnify CMSS for any loss/damage suffered by the organization (CMSS) on account of and to the extent of any disclosure of the confidential information.

27.2. No media release/public announcement or any other reference to the bid or any program there under shall be made without the written consent of CMSS, by photographic, electronic or other means.

28. INDEMNITY

28.1. The bidder shall keep and hold CMSS indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be causedto or suffered by or made or taken against CMSS arising out of:

28.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

28.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

28.1.3. The bidder shall indemnify, protect and save CMSS against all claims, losses, costs, damages,

expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Service** supplied by them.

28.1.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

28.1.5. The limits specified in above clause shall not apply to claims made by CMSS/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

29. FORCE MAJEURE

29.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

29.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

29.3. In the event of any such intervening Force Majeure, the bidder shall notify CMSS in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by CMSS, the bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

29.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CMSS and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of CMSS shall be final and binding on the bidder.

30. CORRUPT AND FRAUDULENT PRACTICES

30.1. As per Central Vigilance Commission (CVC) directives, it is required that bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

30.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

30.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of CMSS and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-

competitive levels and to deprive CMSS off the benefits of free and open competition.

- 30.4.** CMSS reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 30.5.** CMSS reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 30.6.** The decision of CMSS in determining the above aspects will be final and binding on all the bidders. No bidder shall contact the organization/procuring entity (CMSS) through any means of communication or any of its employees on any matter relating to its bid, from the time of bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of CMSS, it may do so in writing.
- 30.7.** Any effort/attempt by a bidder to influence CMSS in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the bidder. The bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of CMSS directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 30.8.** The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the CMSS.
- 31. AMENDMENTS TO THE PURCHASE ORDER:** Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.
- 32. AMENDMENTS TO THE AGREEMENT:** Once agreement is executed with the selected bidder, no amendments or modifications of agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.
- 33. MODIFICATION/CANCELLATION OF BID:** CMSS reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. CMSS shall not incur any liability to the affected bidder(s) on account of such rejection. CMSS shall not be obliged to inform the affected bidder(s) of the grounds for CMSS' rejection/ cancellation.
- 34. RESOLUTION OF DISPUTES:** All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator then BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Delhi, INDIA which will be

governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

35. LEGAL DISPUTES AND JURISDICTION OF THE COURT

- 35.1.** CMSS clarifies that CMSS shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this bid document. These injunctive remedies are cumulative and are in addition to any other rights and remedies, the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 35.2.** All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in **Delhi, INDIA** and the parties agree to submit themselves to the jurisdiction of such court as this Bid/Contract agreement shall be governed by the laws of India.

36. CODE OF INTEGRITY IN PUBLIC PROCUREMENT, MISDEMEANOURS AND PENALTIES: Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

37. INTEGRITY PACT

- 37.1.** Unless otherwise stipulated in the BDS, the Integrity Pact is part of the contract and its conditions bind the parties concerned. Accordingly, Bidders will have to sign Integrity Pact with the procuring entity as per Form 1.4. Only those vendors/bidders who commit themselves to such a pact with the buyer would be considered competent enough to participate in the tender process. In other words, entering into this Pact would be an eligibility criterion.
- 37.2.** The pact envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of procurement process and the contract. Only those vendors/bidders who commit themselves to such a pact with the buyer would be considered competent enough to participate in the tender process. In other words, entering into this Pact would be an eligibility criterion. The essential ingredients of the Pact include:
- 37.2.1.** Promise on the part of the Procuring Entity to treat all bidders with equity and reason and not to seek or accept any benefit that is not legally available;
- 37.2.2.** Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally;
- 37.2.3.** Promise on the part of Bidders not to enter into any undisclosed agreement or understanding

with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.

- 37.2.4.** Promise on the part of Bidders not to pass any information provided by Principal as part of business relationship to others and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code¹⁴¹ (IPC) 1860;
- 37.2.5.** Foreign bidders are to disclose the name and address of agents and representatives in India, and Indian Bidders are to disclose their foreign principals or allied firms;
- 37.2.6.** Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary;
- 37.2.7.** Bidders are to disclose any transgressions with any other public / government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which the competent authority took cognizance of the said transgression. The period for which such transgression(s) is/ are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s) for which cognizance was taken even before the specified period of three years but is pending conclusion shall also be reported by the bidders.
- 37.2.8.** Any violation of the Integrity Pact would be considered as a violation of the Code of Integrity and would entail punitive provisions thereof including disqualification of the bidders and exclusion from future business dealings, as per the of GFR, 2017, PC Act, 1988 and other Financial Rules/ Guidelines, etc., as may be applicable to the organization concerned;
- 37.3.** The integrity Pact would be implemented through a panel of Independent External Monitors (IEMs). The particulars of all IEMs, including their email IDs, are mentioned in BDS.
- 37.4.** A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs, and they shall await their decision.
- 37.5.** In the case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the case of sub-contracting, the principal contractor shall take responsibility for the sub-contractor's adoption of the integrity pact. It is to be ensured that all sub-contractors also sign the Integrity Pact. In the case of sub- contractors, the integrity pact shall be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor. With respect to a particular contract, the Integrity Pact shall be operative from the date both parties sign it.
- 37.6.** Role of IEMs in Integrity Pact Contracts:
- 37.6.1.** Bidders or their authorised representative may address to the IEMs all the representations/grievances/complaints related to any discrimination on account of lack of fair play in modes of procurement and tendering systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
- 37.6.2.** The entire panel of IEMs should examine the matter jointly, who would investigate the records, conduct an examination, and submit their joint recommendations to the Management of the Procuring Entity. If the entire panel is unavailable for unavoidable reasons, the available IEM(s) shall examine the complaints. Consent of the IEM(s), who may not be available, shall be taken on record. The IEMs would be provided access to all documents/records of the tender for which

a complaint or issue is raised before them, as and when warranted.

37.6.3. The role of IEM is advisory, and the advice of IEM is non-binding on the Organization; however, their advice would help properly implement the Integrity Pact.

37.7. In case of any dispute between the management and the contractor relating to those contracts where an Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organisations may adopt any mediation rules for this purpose. However, no more than five meetings shall be held for dispute resolution. Both parties shall equally share the fees/expenses on dispute resolution. If the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms & conditions of the contract.



CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Society Under Ministry of Health & Family Welfare, Govt. of India)
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Marg, Teen Murti Marg, Chanakayapuri,
New Delhi-110021 Phone: 011-21410905, 21410906
website: cmss.gov.in, email- anujprakash@cmss.gov.in, agm.finance@cmss.gov.in

38. SCOPE OF WORK FOR GROUP HEALTH INSURANCE POLICY FOR EMPLOYEES AND THEIR FAMILY MEMBERS**(SCOPE OF WORK)**

Sl.No.	DESCRIPTION	SCOPE OF WORK	
38.1.	Name of Organization	CENTRAL MEDICAL SERVICES SOCIETY	
38.2.	Location of Organization	2 ND FLOOR, VISHWA YUVAK KENDRA, TEEN MURTI MARG, CHANAKYAPURI, NEW DELHI-110021	
38.3.	Total Strength	(a) PRESENT STRENGTH OF EMPLOYEES/ FAMILIES- 52 (as on 25.05.2025) (b) TOTAL STRENGTH OF LIVES TO BE COVERED- 178 (c) POLICY WILL BE ACQUIRED FOR ACTUAL NUMBERS OF FAMILIES (ACTUAL EMPLOYEE AND THEIR ACTUAL DEPENDENTS) DURING AWARD OF THE CONTRACT/ FINALIZATION OF TENDER.	
38.4.	Coverage Type: Family Floater (Cashless)	(a) SELF (EMPLOYEE) (b) SPOUSE (c) TWO CHILDREN DEPENDENT ON SELF (EMPLOYEE) OR EITHER PARENTS OR PARENTS-IN-LAW	Detailed Information is available in Annexures- IX, X and XI
38.5.	Lives covered	TOTAL LIVES TO BE INSURED AS PER TOTAL EMPLOYEE STRENGTH- 178	Detailed Information is available in Annexures- IX, X and XI
38.6.	Family Definition	The Scheme Covers Self (employee) + Spouse + Dependent Children (maximum upto two members) or Dependent Parents / Parents-in-law (maximum upto two members) and combined total members maximum upto four (4) members including the Self (employee), which are further described as below: - (i) No age limit for Self (employee), Spouse and Dependent Parents/ Parents-in-Law. (ii) Age limit for dependent children are as per below (Including step children and legally adopted children):- (a) A son would be considered dependent upto age 25.	

		<p>(b) As daughter would be considered dependent upto her marriage.</p> <p>(c) No age limit for child with any disability or Handicap of any sort for instance like Visual impairment, Hearing impairment, Loco motor impairment; Cerebral Palsy, Mental retardation and Mental illness, Children with learning disabilities or special needs, etc.</p> <p>(d) Widowed daughter/ widowed daughter-in-law and divorced / separated daughters shall be considered as 'Dependent Child' on Self (employee)' for the purpose of this policy.</p>			
38.7.	Sum Assured for Comprehensive Group Health Insurance (family floater) for Employees and their dependents family members	Sl.No.	Sum Assured (Per Year) on per family*	Scale/ Pay Level	No. of employees/ families
		i.	Rs. 10 Lacs (Rupees Ten Lakh)	Level-I	11
		ii.	Rs. 7 Lacs (Rupees Seven Lakh)	Level-II	40
		iii.	Rs. 5 Lacs (Rupees Seven Lakh)	Level-III	01
		Total			52
		*Sum Assured on per family i.e., Employee (i.e., Self) plus his/ her dependent family members, maximum upto four (04) members including Self in one year of policy.			
38.8.	Contract Tenure	Initially for a period of one (01) year starting from the issuance/award of the contract and can be extended on mutual agreement, subject to satisfactory performance, up to maximum of one (01) year.			
38.9.	Policy Period	Annually (12 months) w.e.f. the issuance/award of the contract			
38.10.	Hospital presence	PAN India- List of Network of Authorized hospitals to be provided across PAN India			
38.11.	Room Rent	(i) No room rent capping, and (ii) ICU in case of need with no room rent capping			
38.12.	Co-Payment	No			
38.13.	Coverage of Pre-Existing Diseases	Covered (From Day One)			
38.14.	Waiting-Period Clause	(i) 1 st , 2 nd , 3 rd , and 4 th year exclusion clause (ii) First 30 days exclusion clause (iii) 9 months waiting period clause (iv) Any waiting period for pre-existing illness (v) Any pre-existing illness exclusion			
38.15.	Permanent Exclusions	Nil			
38.16.	Cashless facility	Applicable			
38.17.	Ailment Capping	Not Applicable			
38.18.	Congenital Internal Diseases & Critical	Covered			

	Diseases including oral and Parental Chemo Therapy	
38.19.	30 Days Pre and 60 Days post hospitalization Expenses covered	Covered
38.20.	Maternity Benefit / New Born Baby/ Newly wedded spouse cover	<p>(i) Covered – Maternity Benefit Cover - Rs. 1,00,000/- for Normal delivery, and</p> <p>(ii) Covered – Maternity over - Rs. 1,50,000/- Caesarean delivery, without any waiting period for all existing and new employees or his/her spouse, for above two instances of maternity.</p> <p>(iii) Medical treatment for any critical condition that may occur during pregnancy / delivery will also be fully covered up to Sum Assured.</p> <p>(iv) New born baby will be covered under the ongoing policy from day one only if there is a member-vacancy in the policy on the date of birth of the baby.</p> <p>(v) Newly wedded spouse will be covered under the ongoing policy from day one only if there is a member-vacancy in the policy on the date of marriage.</p>
38.21.	Coverage of COVID-19	Coverage of COVID-19 disease or other pandemics as declared by WHO or Ministry of Health and Family Welfare, Govt. of India.
38.22.	Day care expenses / procedures	Covered (Refer Salient Features of Policy given in Annexure-II)
38.23.	Other Conditions	<p>(i) <u>Existing Employee</u>: On the date of Tender finalization and award of work/contract, the order shall be issued with complete details of total number of existing employees, and their declared dependents members, which would be covered under the comprehensive group health insurance policy from the date of coverage as defined in the award letter.</p> <p>(ii) <u>New Employee</u>: Any new employee joining the organization, are also including his/her declared dependent family members shall be covered under the comprehensive group health insurance policy from the date of his/her joining subject to approval of joining of employee in CMSS and completion of formalities for availing comprehensive group health insurance facility within 10 days of his/her joining.</p> <p>(iii) New Employees shall be included in policy from the date of joining CMSS with issuance of policy number by Insurance agency. Resigned / terminated employees shall be deleted from date of relieving/ termination from CMSS as intimated by Admin. Department, CMSS.</p> <p>(iv) Applicable premium for addition/deletion shall be calculated on pro-rata basis on the basis of date of joining/ relieving.</p>

		(v) The insurance agency shall submit applicable premium details along with claim report for each previous month on monthly basis to Admin. Department, CMSS, by 15 th of succeeding month.
38.24.	Any Service Charges on Medical Bills	Should not be deducted from the individual claim.
38.25.	Ambulance charges	Covered. (i) Up to Rs. 5,000/- shall be covered. (ii) In case of Taxi/Auto the amount to be reimbursed shall be Rs. 1500/- per trip, and (iii) In case of unavoidable circumstances/ extreme medical emergency, air-ambulance up to a maximum charge of Rs. 20,000/- will be covered.
38.26.	Annual Health Check-up	(i) A complete/ full physical-body fitness check-up for each employee/ member per year subject to a maximum of Rs. 5,000/- per employee/ member will be covered.
38.27.	Coverage for Ayurvedic, Homeopathic and Unani Medicines	Shall be covered unless taken as inpatient in a network hospital.
38.28.	Third-Party Administration TPA	As per the Client Choice
38.29.	Salient Features	Refer Salient Features of Policy given in Annexure-II

TECHNICAL BID

S. No.	Technical Requirements (Mandatory)	Document's Description (To be filled by bidder)	Supporting Documents at Page Nos.
1.	Name of Insurance Company		
2.	Postal Address		
3.	Telephone, Fax Number, Email Address, Website URL, etc.		
4.	Nature of activity		
5.	Details of ownership		
6.	IRDA Accreditation Certificate (IRDA Registration) (Insurance Companies /Brokers)		
7.	Copy of Valid Goods and Service Tax registration (GST) & latest self-attested GST return		
8.	Copy of Valid PAN Card & latest self-attested ITR of last three financial years		
9.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies,		
10.	As WORK EXPERIENCE defined in CLAUSE 5.2 , Bidder should submit Copies of Policies issued to organization OR CA Certificate with Unique Document Identification Number certifying the same.		
11.	Bidder should submit a declaration regarding BLACKLISTING of the firm duly attested by authorized signatory. (Annexure-IV)		
12.	Bidder should submit CA Certificate with Unique Document Identification Number certifying MINIMUM CLAIM SETTLEMENT RATIO ABOVE 95% as defined in CLAUSE 5.4		
13.	Bidder should submit a declaration duly attested by authorized signatory including the bidder's 'CLAIM-COMPLAINTS DATA' of last two financial year i.e., 2022-23 and 2023-2024.		

14.	Average Annual Financial Turnover of Rs. 100 CRORES for Tenderer in any last three Financial Years as defined in CLAUSE 5.7 . Bidder should submit the Copy of Audited Balance Sheet for the last three financial Year ending 31st March 2024 duly attested by authorized signatory.		
15.	A declaration stating that the entity is having beneficial ownership in land border sharing countries, as defined in Department of Expenditure Order No. F.7/10/2021-PPD dated 23.02.2023 , as amended from time to time and is registered with the competent authority in accordance with the provisions of this Order (in Annexure-IV to be submitted on Company's letter head).		
16.	Copy of proof of bidder's Branch Office in National Capital Territory of Delhi		
17.	Complete details of Branch Offices across PAN India		
18.	Cashless treatment in Major Hospitals located in Delhi NCR and also across PAN- India. List of such empaneled cashless hospitals to be provided as defined in CLAUSE 5.8 .		
19.	24X7 helpline Escalation Matrix and their contact details at different levels such as primary, appellate level for handling Escalation/ incidents		
20.	A dummy copy of Group Health Insurance policy with detailed terms and conditions		
21.	Tender documents duly signed and stamped on each page		
22.	Documentary proof of Availability/ Implementation of 24X7 Mobile/Web based Application as defined in CLAUSE 5.09 .		
23.	Acceptance on origination's letter head by mentioning buyer's name: CENTRAL MEDICAL SERVICES SOCIETY, NEW DELHI and GeM Bid Number, over General Terms and Conditions, Scope of work and all other terms and clauses mentioned in NIT. (ORIGINAL SELF-ATTESTED NIT, T&C DOCUMENT AND ANNEXURES TO BE SUBMITTED IN TECHNICAL BID)		
24.	Bidder to submit a copy of the Power of Attorney or the Board Resolution evidencing the authority delegated to the authorized signatory (to be submitted on Rs. 100/- stamp Paper) (Refer Annexure-VII)		

25.	Integrity Pact duly signed by the authorized signatory (refer Annexure-XIII).		
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Note:

- (a) Bidders are required to submit self-attested copies of all supporting documents.
- (b) Bidders are required to fill the above given mandatory details on letter head of organization's and signed & stamped supporting documents to be uploaded on GeM portal along with other supporting Annexures in their bid.
- (c) Technical Bid document (Original) should be submitted in the name of:

The General Manager (Admin)
Central Medical Services Society
2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakypuri, New Delhi-110021

(Filled by Bidder Only)

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to it should be part of Technical Bid.

Date:

Signature with seal

Name:

Designation:

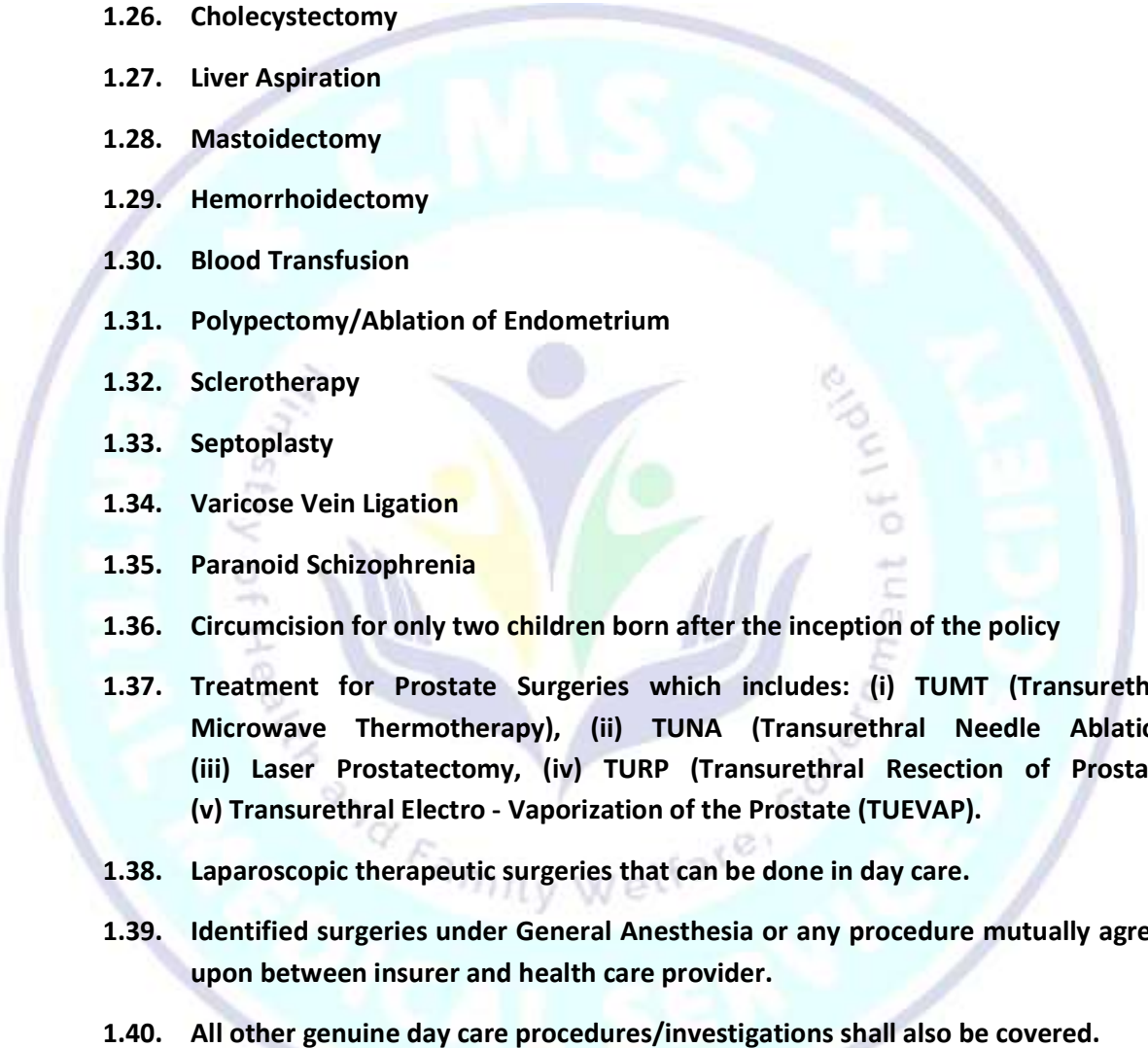
Place:

Organization Name:

**SALIENT FEATURES OF COMPREHENSIVE
GROUP HEALTH INSURANCE POLICY**

1. **“Day Care Treatment”** refers to medical treatment, and/or surgical procedure which are undertaken under General or Local Anesthesia in a Hospital/Day care center in less than 24 hours because of technological advancement. All kinds of approved advanced medical procedures such as laser surgery, stem cell therapy for treatment of a disease is payable on hospitalization /day care surgery. All Day Care Procedures including following services as mentioned below shall be part of Day Care facilities: -

- 1.1. All Ophthalmology day care procedures
- 1.2. All ENT day care procedures
- 1.3. Lithotripsy (kidney stone removal)
- 1.4. All Orthopedics day care procedures
- 1.5. Tonsillectomy
- 1.6. Dilation & Curettage
- 1.7. Dental surgery following an accident
- 1.8. Surgery of Hydrocele
- 1.9. Surgery of Prostate
- 1.10. Few Gastrointestinal Surgery
- 1.11. Genital Surgery
- 1.12. All day care Urology procedures
- 1.13. Chemotherapy/Radiotherapy/all procedures of Oncology.
- 1.14. Anti Rabies Vaccination for treatment related to dog bite/snake bite/any wild animal etc.
- 1.15. Treatment of fractures/dislocation, Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization.
- 1.16. MRI/PET Scan/CT Scan if it is a part of treatment.
- 1.17. Coronary Angiography/Coronary Angioplasty etc.
- 1.18. Adenoidectomy
- 1.19. Appendectomy
- 1.20. ERCP Endoscopic Retrograde Cholangiopancreatography
- 1.21. CT Guided Biopsy

- 
- 1.21. Sinusitis**
 - 1.22. Treatment for Fistula**
 - 1.23. Haemo Dialysis/Peritoneal Dialysis**
 - 1.24. Hydrocelectomy**
 - 1.25. Hernia**
 - 1.26. Cholecystectomy**
 - 1.27. Liver Aspiration**
 - 1.28. Mastoidectomy**
 - 1.29. Hemorrhoidectomy**
 - 1.30. Blood Transfusion**
 - 1.31. Polypectomy/Ablation of Endometrium**
 - 1.32. Sclerotherapy**
 - 1.33. Septoplasty**
 - 1.34. Varicose Vein Ligation**
 - 1.35. Paranoid Schizophrenia**
 - 1.36. Circumcision for only two children born after the inception of the policy**
 - 1.37. Treatment for Prostate Surgeries which includes: (i) TUMT (Transurethral Microwave Thermotherapy), (ii) TUNA (Transurethral Needle Ablation) (iii) Laser Prostatectomy, (iv) TURP (Transurethral Resection of Prostate) (v) Transurethral Electro - Vaporization of the Prostate (TUEVAP).**
 - 1.38. Laparoscopic therapeutic surgeries that can be done in day care.**
 - 1.39. Identified surgeries under General Anesthesia or any procedure mutually agreed upon between insurer and health care provider.**
 - 1.40. All other genuine day care procedures/investigations shall also be covered.**

2. Health Insurance Plastic Card/ e-Card should be issued by the Insurer in the name of each member covered and e-cards also. The Health Insurance Card/ e-Card having Unique Identification Number issued by the Insurer to the Beneficiary Family Unit, for utilization of the Cover available to such Beneficiary Family Unit on a cashless basis. The Card/ e-Card shall have to be acceptable across the country i.e., PAN India, by all empaneled/ network hospitals /nursing homes/Day care clinics in the Insurer's panel. Preparation of transaction systems, mechanism for data transfer, and establishment of district centers and uploading of MIS on the websites is the responsibility of the insurer.

3. Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. are

covered under the scheme. Treatment for all neurological/ macular degenerative disorders shall be covered under the scheme.

4. Rental Charges for External and or durable medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Bi-PAP, Infusion pump etc. will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
5. Ambulance charges are payable up to **Rs. 5,000/-** per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses in actual maximum up to **Rs.1,500/-** per trip. In case of unavoidable circumstances/ extreme medical emergency, air-ambulance up to a maximum charge of **Rs. 20,000/-** will be covered.
6. **MATERNITY EXPENSES BENEFIT: The hospitalization expenses in respect of the new born child can be covered within the Mother's Maternity expenses upto two instances of maternity. The maximum benefit allowable under this clause will be up to Rs. 1,00,000/- for Normal Delivery and Rs. 1,50,000/- for Caesarean Section. Special conditions applicable to Maternity Expenses Benefit Extension: -**
 - (i) 9 months waiting period under maternity benefit will be waived from the policy, means, there is no waiting period under maternity benefit.
 - (ii) Pre-natal & post-natal expenses will be covered on IPD basis for sum-insured within the maternity cover as Rs. 1,00,000/- for Normal Delivery and Rs.1,50,000/- for Caesarean Section under the policy up to 30 days and 60 days only, unless the same requires hospitalization.
 - (iii) Missed Abortions, Miscarriage or abortions induced by accidents or abortions in any case are covered under the limit of Maternity Benefit.
 - (iv) Complications in Maternity including operations for extra uterine pregnancy ectopic pregnancy and special procedures like In vitro fertilization (IVF) would also be covered in the policy up to the Sum Insured.
 - (v) Expenses incurred for Medical Termination of Pregnancy
 - (vi) Medical treatment for any critical condition that may occur during pregnancy / delivery will also be fully covered up to Sum Assured.
7. **However, if the baby contacts any illness the same shall be considered in the Sum Insured. Baby to be taken as an additional member within the normal family floater for period of three months from the day of birth irrespective of member-vacancy in the policy. If member-vacancy is there, the Baby to be taken from day one in the policy as a member.**
 - (i) Day one baby cover within the overall family floater limit (subject to 30 days Enrolment). It is important that the new born should be declared to HR. Charges for diapers and sanitary pads are payable, if necessary, as part of the treatment Charges for Hiring a nurse / attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU / CCU, Neo natal nursing care or any other case where the patient is critical and requiring special care.

(ii) Mid-term inclusion of spouse on account of marriage during the course of policy to be provided subject to availability of member-vacancy in the policy.

8. Coverage of Pre-existing diseases: All pre-existing diseases under the Scheme shall be covered from day one of policy period. A person suffering from any disease prior to the inception of the policy shall also be covered.
9. Expenses 30 days prior to Pre-Hospitalization and 60 days after Post Hospitalization, shall be payable by the Insurance Company on cashless basis /reimbursement. However, this condition shall not be applicable to the patients who require their follow up treatment even after 90 days.
10. To co-ordinate between CMSS' employees and the claim settlement, department of the insuring agency should associate atleast 3 dedicated executive to deal/guide the members in case of need. The appointed team shall be available on call and other modes of communication 24X7. The employee seeking any kind of cashless facility would intimate the dedicated executives through Mobile application. Bidder kindly explain the "settlement procedure" in detail including maximum period of time required for settlement in the Technical Bid.
11. For all claims (other than cashless ones), the claim would be expected to be submitted to the Insurance Company directly by CMSS or employee of CMSS within 30 days of discharge from the hospital. Such claim should be settled within 15 days of submission and payment will be made directly to the insured. An interest of 5% p.m. on the reimbursement amount has to be paid by Insurance Company to CMSS and employee of CMSS for any delay beyond the 30-day period.
12. **RUN-OFF PERIOD:** A Run-Off period of two months shall be allowed in case of cancellation/ non-renewal of the policy. Expenses incurred by the beneficiaries, who are under treatment in the emplaned hospitals and where the patient is under treatment the policy is either cancelled or expire shall be payable for two months beyond such cancellation/ expiry of the policy.
13. Age bracket shall be from 0 to 80 years, i.e., Maximum Age of any member in the group (now and future inclusions): 80 years
14. Refund of premium on account of Mid-term Deletion/separation of members to be allowed from the date of separation. Terminated employees shall be deleted from date of relieving/ termination from CMSS. Monthly declarations will be given for Additions and Deletions by end of the following month. Pro-rata Premium to be charged/Refund in case of Addition and Deletion.
15. **Eye-Treatment:** Cataract surgery to be covered, refractive eyesight correction above ± 7.5 diopter, cost/treatment for injections (Avastin, Lucentis etc.) with a ceiling of Rs. 1,00,000/- per person.
16. Psychiatric treatment subject to hospitalization should also be covered. However, Intentional self-inflicted injury and/or suicide shall be out of scope of policy coverage.
17. Ayurvedic treatment from government hospital/institute recognized by the government as accredited by the Quality Council of India or NABH.

18. For the prospective bidders of the companies, it is mandatory that they must submit single quotation containing the amount of premium including applicable taxes & any other charges against the Comprehensive Group Health Insurance coverage/policy for single Employee set i.e., Self and their dependent members, irrespective of employee pay-levels and numbers of employee under levels.
19. It is expected that Insurance Company will have arrangements with an extensive network of reputed Hospitals all across the country/ PAN India for treatment with cashless facility (List of empaneled hospitals should be enclosed).
20. High-cost diagnosis process, including X-rays, MRIs, Ultrasound or invasive tests, CT-Scan, Angiography test (of all types) etc. should be covered.
21. For the new faculty and employee/staff who may join the organization (CMSS) from time to time, identical/ policy coverage has to be made available from the day one of joining though the premium paid may be based on the fractional period involved.
22. In case, the insured obtains treatment from a non-network hospital during emergency, the claim shall be reimbursed upto Sum Insured under this policy scheme.
23. If there is any delay of more than 30 days in settlement of all claims from the date of submission of complete documents by the employees, a deduction towards penal interest @ 20% p.a. shall be imposed to the insurance provider by CMSS.
24. The Insurance Company shall arrange to issue plastic membership card or e-cards mentioning unique identification no. and employee id for the sake of issuance of reimbursement amount to each faculty and staff directly at their cost. The Insurance Company needs to ensure that any faculty and staff with their valid identity card issued by CMSS should get treatment for all emergency cases at various network hospitals without any difficulty.
25. **EXCLUSIONS:** The Insurer shall not be liable to make any payment under this Scheme in respect of any expenses whatsoever incurred in connection with or in respect of the following Hospitalization Benefits:
 - 1) Conditions that do not require hospitalization:
 - a) Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under Day Care procedures or Inpatient hospitalization.
 - b) Expenses incurred at Hospital or Nursing Home on telephone, cosmetics / toiletries, etc.
 - c) Congenital external diseases etc.: Congenital External Diseases or Defects or Anomalies, Convalescence, General Debility, " Run Down" condition or Rest Cure.
 - d) Sex change or treatment which results from or is in any way related to sex change.
 - e) Vaccination/Cosmetic or of aesthetic treatment: Vaccination, Inoculation or change of life or cosmetic or of aesthetic treatment of any description and Plastic Surgery other than as may be necessitated due to an accident or as a part of any illness.

f) Suicide etc: Intentional self-injury/Suicide/Self manmade injuries.

2) Naturopathy, Homeopathy, Unani, Siddha, Ayurveda:-

- a) Homeopathy, Unani, Siddha, Ayurveda treatment unless taken as inpatient in a network hospital.
- b) Naturopathy, unproven procedure or treatment, experimental or alternative medicine including acupressure, acupuncture, magnetic and such other therapies etc. Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.

26. **Exclusions:** Exclusions, if any, should be clearly specified by the Insurance Company as part of the Technical Bid.

27. **Canvassing, Fraud and Corrupt Practices:** Bidders are hereby informed that canvassing in any form for influencing the process of notification of award would result in disqualification of the Bidder. Further, they shall observe the highest standard of ethics and will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practices, as the case may be. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official. "Fraudulent practice" means a misrepresentation of facts in order to influence Tender process or an execution of a contract to the detriment of the scheme and includes collusive practice among bidding Insurers/Authorized Representative (prior to or after bid submission) designed to establish bid prices at artificially non- competitive levels and to deprive the scheme the benefit of free and open competition; CMSS will reject a proposal for award if it determines that the Insurer/Insurers have engaged in corrupt or fraudulent practices. CMSS will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidding Insurer/Insurers have engaged in corrupt and fraudulent practices in competing for, or in executing a contract.

28. **Disputes**

In respect of all tender conditions, and / or any matter connected therewith the decision of CMSS shall be final and binding. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Delhi courts only.

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

Finally, all disputes or difference arising out of this tender, terms & conditions or any matter relation to this tender shall be resolved through arbitration. The Director of Institute or his nominee shall be sole arbitrator who will decide the dispute as per the provision of "The Arbitrator & Conciliation Act 1996".

To,
General Manager (Admin),
Central Medical Services Society
2nd Floor, Vishwa Yuvak Kendra,
Teen Murti Marg, Chanakyapuri,
New Delhi-110021

No Deviation Certificate

This is to certify that the product(s) quoted _____ by our firm, M/s. _____ is as per the given technical specifications in the tender document & there is no deviation in relation to any conditions/requirements specified in the tender document.

Date:

Signature with seal

Name:

Place:

Designation:

Organization Name:

Self-Declaration
(To be submitted on Bidder's letterhead)

To,

**General Manager (Admin),
Central Medical Services Society
2nd Floor, Vishwa Yuvak Kendra,
Teen Murti Marg, Chanakyapuri,
New Delhi-110021**

Dear Sir,

We hereby confirm that we are comply with all the stipulation of bid document and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. There is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner/company/Directors /employee or any other agency.
2. We do not stand declared ineligible/ blacklisted/ banned/ debarred by the Central Medical Services Society or Ministry of Health and Family Welfare, Government of India / IRDA / SEBI/ Court etc. from participation in its Tender Processes as a whole or for the product offered during the past 3 years.
3. We certify that neither our firm nor any of the partners/ directors is involved in any scam or disciplinary proceedings settled or pending adjudication.
4. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from entities having beneficial ownership of a country which shares a land border with India and on sub-contracting to contractors from such countries, as stipulated vide Department of Expenditure Order No F.7/10/2021-PPD (1), dated 23.02.2023 as amended till date of bid submission, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered.
We certify that:

- a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5. We hereby undertake and confirm that we have understood the scope of work (Comprehensive Group Health Insurance) properly and shall comply with the terms of engagement.
6. Having read and understood the provisions of Integrity Pact, as detailed in Clause 36 and 37, we confirm that we accept the same. Integrity Pact, in prescribed proforma, duly signed is enclosed, with the bid.
7. We have been underwriting medical insurance policy in India for the last three years.

Date:

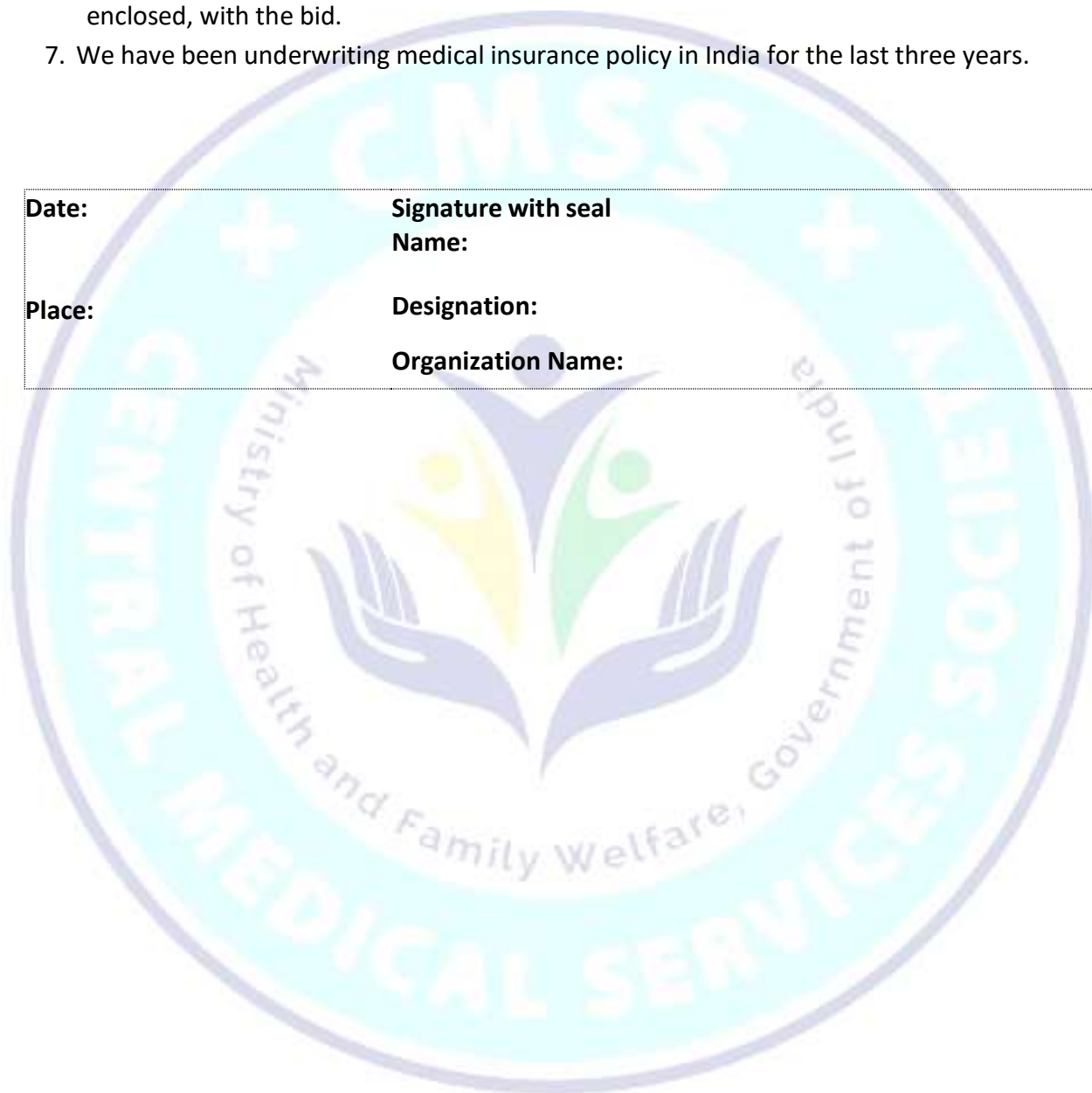
Signature with seal

Name:

Place:

Designation:

Organization Name:



Pre-Bid Meeting Authorization letter
(To be submitted on company letterhead via email)

To,

**General Manager (Admin),
 Central Medical Services Society
 2nd Floor, Vishwa Yuvak Kendra,
 Teen Murti Marg, Chanakyapuri,
 New Delhi-110021**

Dear Sir,

Sub: - Authorization Letter - Pre-Bid Meeting –for Group Health Insurance Policy for Employees of CMSS

We, _____ (name of the company) hereby authorize the following executive from our company to attend the pre bid meeting of the subject bid.

The details of the authorized personnel(s) is as under;

Sr.No.	Name	Designation	Mobile No	Email ID for VC invite

Kindly send the VC link for pre bid meeting on the ABOVE email ids of the authorized personnel.

Yours faithfully,

Date:	Signature with seal
	Name:
Place:	Designation:
	Organization Name:

Near Relative Certificate

(In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor).

This is to certify that none of my/our Company Directors' near relative as defined below currently works in CMSS where I am/we are going to apply for the tender. I/We also agree to the condition that due to any breach of conditions by the company or firm or any other related person the bid submitted on behalf of the company or firm will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm will also be debarred for further participation for the quoted item in CMSS for a period of one year.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

Signature/Signatures (with Stamp)

**Power of Attorney for signing of application
(To be submitted on an INR 100 Stamp Paper only)**

Know all men by these presents, we...
 (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of..... and presently residing at, who is presently employed with us (the "Bidder") and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/or till the entering into of the agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For	
Authorized Signature:	
Authorized Signatory Name:	
Title of Signatory:	
Address:	

Witnesses:
1.
2.

Accepted

Attorney's Signature:	
Attorney's Name:	
Attorney's Title:	
Address:	

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

"Bid Security Declaration"

NOTARISED UNDERTAKING (In 100- Rupees stamp paper)

We,.....(name of bidder), having offices
at..... are participating in Bid
No.....Dated.....

In reference to tender clause no. 2 and in accordance with MoF circular No. F.9/4/2020-PPD dt. 12.11.2020.

We equivocally and irrevocably undertake that,

- (i) If we withdraw or modify our bids during period of validity etc. or
- (ii) If we fail to execute the Contract Agreement within the stipulated time or
- (iii) Indulge in any action which is deemed fit for action as mentioned in the tender document and subsequent amendments,

We will be liable to actions as per the tender terms and condition including suspension/debarment from any bidding in CMSS/MoH&FW tenders for two years shall be taken against us.

Date:	Signature with seal
	Name:
Place:	Designation:
	Organization Name:

Witness

1.....

2.....

EXISTING TOTAL STRENGTH OF MEMBERS / LIVES TO BE INSURED

The demographic details of existing total employee strength of CMSS and their dependent members count for coverage under Comprehensive Group Health Insurance Policy is given as under: -

Sl.No.	Pay Scale/ Levels	Sum Assured to be covered under Comprehensive Group Health Insurance policy	No. of employee	No. of Members (Self+ Dependents)
	(A)	(B)	(C)	(D)
1.	Level-I	Rs. 10 Lacs	11 (Thirteen)	40 (Forty)
2.	Level-II	Rs. 7 Lacs	40 (Forty-One)	134 (One Hundred and Thirty-Four)
3.	Level-III	Rs. 5 Lacs	01 (One)	04 (Five)
	Total Strength of Lives to Be Insured/ Covered			178 (One Hundred and Seventy-Eighty)

Note: (i) The contract shall be awarded on the basis of the Actual Strength of families (self+ dependents) available at the time of finalization of tender/ award of contract. The Actual Strength of Lives (in families) to be Insured shall be taken/ calculated as per Actual No. of Employee Strength and their dependent family members at the time of award of contract.

(ii) The complete details of employees along with their dependents shall be provided after the finalization and award of contract.

(to be filled by the selected bidder as per Clause 6)

S.No.	Age Group/ Slab	Actual strength of Members	Sum Insured = Rs. 10 Lacs		Sum Insured = Rs. 7 Lacs		Sum Insured = Rs. 5 Lacs		Total Premium (Rs.) [(a*b)+(c*d)+(e*f)]
			Mem- bers (a)	Prem. Amt (Rs.) (b)	Mem- Bers (c)	Prem. Amt (Rs.) (d)	Mem- bers (e)	Prem. Amt (Rs.) (f)	
1.	0-5	9	4		4		1		
2.	6-17	14	4		10		0		
3.	18-25	3	1		2		0		
4.	26-30	13	0		13		0		
5.	31-35	37	7		29		1		
6.	36-40	26	8		17		1		
7.	41-45	3	1		2		0		
8.	46-50	5	1		4		0		
9.	51-55	15	3		11		1		
10.	56-60	15	1		14		0		
11.	61-65	16	3		13		0		
12.	66-70	14	6		8		0		
13.	71-75	7	1		6		0		
14.	76-80	1	0		1		0		
15.	81-85	0	0		0		0		
16.	86+	0	0		0		0		
Total (1 to 16)		178	40		134		4		
Total Premium Amount excluding GST (in words)				(Rupees _____)					

Note:

- (i) Please note that the above numbers are tentative, calculated as on date and details regarding actual number of lives/members to be insured along with other details shall be provided to the successful bidder at the time of award of contract.

DETAILS OF ACTUAL STRENGTH OF MEMBERS/LIVES TO BE INSURED / COVERED UNDER POLICY AS ON 25.05.2025

The demographic details of PRESENT ACTUAL STRENGTH OF MEMBERS/ LIVES TO BE INSURED/ COVERED (PRESENT EMPLOYEE STRENGTH + THEIR DEPENDENT FAMILY MEMBERS) as on date, for coverage under Comprehensive Group Health Insurance Policy, are given below: -

Pay Scale/ Levels	NO. OF EMPLOYEE	Self (employee) DoB	Dependent's Relation with Self	Dependent's DOB	No. of members/ lives to be covered
LEVEL-I Sum Assured (Per Year) =10 Lacs	EMPLOYEE-1	07-04-1971	WIFE	01-07-1979	4
			DAUGHTER	23-10-2003	
			SON	06-10-2013	
	EMPLOYEE-2	21-07-1968	WIFE	13-05-1972	2
	EMPLOYEE-3	14-03-1988	HUSBAND	25-11-1986	3
			MOTHER-IN-LAW	21-07-1955	
	EMPLOYEE-4	05-08-1991	WIFE	20-12-1992	4
			DAUGHTER	31-07-2021	
			SON	13-01-2023	
	EMPLOYEE-5	01-12-1987	FATHER	05-01-1957	4
			MOTHER	09-03-1963	
			WIFE	17-04-1994	
	EMPLOYEE-6	25-08-1985	WIFE	08-12-1994	4
			SON	10-11-2018	
			DAUGHTER	15-03-2022	
	EMPLOYEE-7	08.07.1989	Husband	10-12-1985	4
			Daughter	27-03-2023	
			Daughter	14-11-2018	
	EMPLOYEE-8	09-01-1990	MOTHER	22-09-1970	3

	EMPLOYEE-9	24-10-1985	FATHER	07-04-1963	4
			FATHER	26-01-1958	
			MOTHER	04-08-1964	
			SON	30-04-2014	
	EMPLOYEE-10	14-12-1988	HUSBAND	12-07-1988	4
			FATHER-IN-LAW	20-09-1955	
			MOTHER-IN-LAW	25-07-1959	
	EMPLOYEE-11	06-07-1991	FATHER	01-07-1954	4
			MOTHER	03-08-1958	
			WIFE	10-07-1994	
LEVEL-II Sum Assured (Per Year) =7 Lacs	EMPLOYEE-12	12-06-1969	WIFE	01-10-1971	3
			DAUGHTER	07-03-1995	
	EMPLOYEE-13	15-02-1968	WIFE	27-10-1973	3
			DAUGHTER	19-01-1999	
	EMPLOYEE-14	01-03-1996	FATHER	15-08-1967	3
			MOTHER	01-01-1974	
	EMPLOYEE-15	24-09-1993	FATHER	10-07-1964	4
			MOTHER	14-04-1968	
			WIFE	08-06-1998	
	EMPLOYEE-16	06-12-1993	FATHER	27-11-1963	3
			MOTHER	28-01-1970	
	EMPLOYEE-17	29-08-1996	-	-	1
	EMPLOYEE-18	09-10-1991	FATHER	05-07-1966	4
			MOTHER	01-01-1968	
			WIFE	10-02-1994	
	EMPLOYEE-19	16-09-1992	HUSBAND	10-07-1994	4
			FATHER-IN-LAW	06-07-1953	
			MOTHER-IN-LAW	01-01-1968	

EMPLOYEE-20	09-11-1991	-	-	1
EMPLOYEE-21	19-11-1992	WIFE	14-07-1997	2
EMPLOYEE-22	15-06-1993	FATHER	12-04-1963	4
		MOTHER	07-07-1971	
		WIFE	04-09-1995	
EMPLOYEE-23	28-04-1996	FATHER	05-08-1973	4
		MOTHER	20-05-1972	
		WIFE	10-11-1998	
EMPLOYEE-24	01-07-1991	FATHER	01-01-1960	4
		MOTHER	01-01-1952	
		WIFE	02-03-1994	
EMPLOYEE-25	15-08-1999	FATHER	11-12-1964	3
		MOTHER	01-01-1967	
EMPLOYEE-26	25-10-1985	FATHER	03-12-1955	4
		WIFE	01-05-1994	
		SON	03-07-2016	
EMPLOYEE-27	18-02-1998	FATHER	06-10-1973	4
		MOTHER	12-04-1974	
		WIFE	10-02-1997	
EMPLOYEE-28	09-11-1990	FATHER	14-08-1958	3
		MOTHER	19-06-1966	
EMPLOYEE-29	08-03-1996	FATHER	04-06-1958	3
		MOTHER	01-01-1971	
EMPLOYEE-30	19-05-1992	HUSBAND	01-04-1987	3
		SON	30-04-2023	
EMPLOYEE-31	12-07-1991	FATHER	05-02-1962	2
EMPLOYEE-32	21-04-1990	FATHER	15-08-1965	4
		MOTHER	17-02-1975	
		WIFE	18-02-1990	

	EMPLOYEE-33	04-02-1992	FATHER	16-02-1967	4
			MOTHER	08-01-1970	
			WIFE	13-01-1991	
	EMPLOYEE-34	01-09-1987	FATHER	18-03-1947	3
			MOTHER	10-03-1960	
	EMPLOYEE-35	10-01-1989	FATHER	24-04-1953	4
			MOTHER	24-02-1956	
			WIFE	06-09-1990	
	EMPLOYEE-36	30-07-1978	WIFE	18-05-1977	4
			SON	01-06-2006	
			SON	25-02-2010	
	EMPLOYEE-37	26-06-1986	FATHER	15-02-1958	3
			MOTHER	21-12-1963	
	EMPLOYEE-38	01-09-1987	WIFE	15-11-1988	4
			SON	28-06-2014	
			DAUGHTER	20-10-2017	
	EMPLOYEE-39	20-05-1985	DAUGHTER	21-05-2015	4
			WIFE	08-06-1991	
			MOTHER	01-01-1956	
	EMPLOYEE-40	24-12-1984	FATHER	04-06-1958	3
			MOTHER	30-05-1963	
	EMPLOYEE-41	13-11-1993	FATHER	22-09-1970	3
			MOTHER	15-03-1971	
	EMPLOYEE-42	14-06-1987	WIFE	24-09-2000	4
			SON	08-11-2021	
			MOTHER	22-06-1961	
	EMPLOYEE-43	16-09-1988	FATHER	22-11-1954	4
			MOTHER	08-09-1969	

			WIFE	18-02-1990	
	EMPLOYEE-44	01-05-1990	WIFE	08-02-1997	4
			SON	30-07-2021	
			SON	30-07-2021	
	EMPLOYEE-45	20-04-1987	MOTHER	03-02-1960	4
			WIFE	07-04-1987	
			SON	14-05-2014	
	EMPLOYEE-46	07-07-1986	MOTHER	02-07-1964	4
			WIFE	11-11-1995	
			SON	28-08-2017	
	EMPLOYEE-47	09-07-1986	WIFE	08-04-1990	3
			SON	11-02-2019	
	EMPLOYEE-48	01-08-1984	FATHER	20-04-1951	2
	EMPLOYEE-49	12-10-1986	WIFE	24-04-1991	4
			SON	04-07-2018	
			FATHER	29-12-1960	
	EMPLOYEE-50	28-03-1986	FATHER	01-06-1953	4
			MOTHER	09-07-1961	
			WIFE	23-11-1992	
	EMPLOYEE-51	31-05-1986	MOTHER	01-01-1958	4
			HUSBAND	01-06-1979	
			DAUGHTER	11-09-2013	
LEVEL-III Sum Assured (Per Year) =5 Lacs	EMPLOYEE-52	04-03-1991	HUSBAND	04-07-1989	4
			SON	14-02-2020	
			MOTHER-IN-LAW	25-06-1970	
TOTAL AS ON DATE		Actual Strength 52	Actual Dependents 126		Actual Lives 178

PRICE BID

S.No.	Pay Scale/ Levels & Sum Assured	Unit	Qty. (Families)	Premium (₹) (Figure) (excluding GST)	GST (₹) (Figure)	Gross Premium Amount (₹) (Incl. of Applicable GST)
1.	Pay Scale: Level-I <i>Sum Assured: Rs. 10 Lacs</i>	Nos.	11			
2.	Pay Scale: Level-II <i>Sum Assured: Rs. 7 Lacs</i>	Nos.	40			
3.	Pay Scale: Level-III <i>Sum Assured: Rs. 5 Lacs</i>	No.	01			
Sum Total (1+2+3) In Words _____ _____ _____ Only						

INTEGRITY PACT

Between

[the Procuring Organisation] hereinafter referred to as **“The Principal,”** and _____
hereinafter referred to as **“The Bidder/ Contractor.”**

Preamble

The Principal intends to award contract/s for _____, under laid down organizational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action

to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(For and on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place ----- Date -----

Witness 1: _____

Witness 1: _____

(Name & Address)

(Name & Address)