

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687712069917

अनुबंध तिथि | Contract Generated Date : 24-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4978918](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Mines विभाग   Department : HINDUSTAN COPPER Limited संगठन का नाम   Organisation Name : HINDUSTAN COPPER Limited कार्यालय क्षेत्र   Office Zone : KOLKATA CORPORATE OFFICE	पद   Designation : Chief Manager HR संपर्क नंबर   Contact No. : 033-22832226-121 ईमेल आईडी   Email ID : bycon12.hcl.kolkata@gembuyer.in जीएसटीआईएन   GSTIN : 19AAACH7409R1ZY पता   Address : Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : CMD वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : D(F)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Deputy General Manager Finance ईमेल आईडी   Email ID : pao1.hcl.kolkata@gembuyer.in जीएसटीआईएन   GSTIN : 19AAACH7409R1ZY पता   Address : Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019, India

परोक्षी विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 033-22832226-121 ईमेल आईडी   Email ID : bycon12.hcl.kolkata@gembuyer.in जीएसटीआईएन   GSTIN : 19AAACH7409R1ZY पता   Address : Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019, KOLKATA, WEST BENGAL-700019, India	Group Medclaim Insurance Service - Permanent Employees, Dependents and non dependent parent of permanent employees; Hospitalization for accident & emergency Treatments, All pre-existing illness; Yes

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : Z78F220005711763 कंपनी का नाम   Company Name : UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED संपर्क नंबर   Contact No. : 07045684720 ईमेल आईडी   Email ID : charu.chopra@universalsompo.com पता   Address : Unit 103, 1st Floor, Ackruti Star, Central MICD Road, Gautam Nagar Andheri East, Mumbai, MAHARASHTRA-400093, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 27AAACU8917F1Z6 (R)	

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण   Service Details
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 25-Jun-2024 सेवा समाप्ति तिथि   Service End Date : 24-Jun-2025

श्रेणी नाम   Category Name : Group Medclaim Insurance Service
बिलिंग चक्र   Billing Cycle: yearly

विवरण   Description	Number of People to be insured	Total Premium ( in INR)
Type of People being Insured : Permanent Employees, Dependents and non dependent parent of permanent employees		
Coverage : Hospitalization for accident & emergency Treatments, All pre-existing illness		
Family Members (dependants) to be Covered : Yes		

Dependent member(s) to be covered	Spouse, Children, Parents		
Co-Payment Percentage	NA		
Top-Up Cover to be Provided	No		
Buffer Sum Insured for Group Mediclaim to be used at the discretion of the Buyer	Yes	667	10954635
Amt of Buffer Sum Insured to be provisioned at the organization level (in INR)	4000000		
Premium Payment Options	Single Premium		
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 Sompo General Insurance Co. Ltd.		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> (Total Premium ( in INR))			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		10954635	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		10954635	
<b>अतिरिक्त जानकारी   Additional Details</b>			
<ul style="list-style-type: none"> <li>Insurance Start Date : 2024-06-16T18:30:00.000Z</li> <li>Insurance End Date : 2025-06-15T18:30:00.000Z</li> </ul>			
<b>अनुबंध की राशि   Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		10954635	
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   <a href="#">Price Break up offered Document link</a>			
<b>एसएलए विवरण   SLA Details</b>			
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS FOR</p> <p>Group Mediclaim Service</p>			
<p>1. Preamble</p> <p>All contracts related to Group Mediclaim Insurance placed through GeM shall be governed by the following set of Terms and Conditions:</p> <ol style="list-style-type: none"> <li>General terms and conditions for Goods and Services</li> <li>Service STC contained in this document</li> <li>BID / Reverse Auction specific ATC</li> </ol> <p>The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.</p> <p>This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</p>			
<p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the service provider. The</p>			

goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

### 3. Stakeholders

The main stakeholders associated with this agreement are:

1. **Buyer:** The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms
2. **Service Provider:** The service provider is responsible to provide all the required services in timely manner and to the satisfaction of Buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and Deductions in case of non-adherence to the defined terms and conditions.

### 4. Service Scope

The Service Provider to extend Medclaim insurance to all people covered under the policy.

### 5. Standard Terms and Conditions for Insurance

- The terms and conditions of insurance cover and the policies, warranties and clauses need to be strictly in line with the provisions and notifications issued by IRDA from time to time.
- The Service Provider must agree with all the Terms and Conditions specified in the bid document by the Buyer. The policy issued by the Insurer must be compliant with the T&C of the bid document.
- Fair disclosure of material features relating to the risks should be disclosed by the Buyers to the insurers to enable them understand the risks and quote appropriate terms.
- The Buyer reserves the right to reject the tender / bid if the proposal of the bidder mentions exceptions, conditions or special conditions that are not aligned with the Terms and Conditions as specified by the Buyer in the Bid document.
- During pre-qualification and evaluation of the bid, the Buyer may, at its discretion, ask bidders for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Buyer.
- Insurer should clearly indicate the list of 'Exclusions and Assumptions' in the proposal they submit to Buyer.
- Once an insurance has been awarded (policy has been purchased) for a given period, the insurance company shall have no right to unilaterally terminate the operation of the policy during this period.
- In case there is an addition during the contract (policy) period, the coverage would be extended without any reservation. The Buyer will intimate all such new additions to the Insurer periodically. Additional premium, if any, due to such inclusion may be advised to Buyer periodically. Similarly, for separations the Buyer will inform the Insurer and the premium to be paid by Buyer would be pro-rated/ recalculated.
- In case of foreclosure of the policy/contract, the premium on pro rata basis should be refunded
- No insurer shall assume any risk in India in respect of any insurance business unless and until the due insurance premium is paid in advance before the commencement of Risk date/time.
- Insurance companies may offer Add-on covers as per IRDA guidelines in-addition-to the coverage sought in this Tender. No weightage will be given to such Free Add-on covers during bid evaluation. However, any such Add-Ons indicated in proposal by Bidder must mandatorily be offered to all the insured.
- The bidders (Service Providers) must not divulge personal information of the insured to any external party, without the consent of the Buyer
- In case of any grievances, Buyer may file complaints either with the concerned Insurance Company or with Insurance Regulatory and Development Authority (IRDA).
- The details of the Insurance Ombudsman for all jurisdictions must be clearly indicated by the Service Provider, where necessary.
- Before the end of contract, the Insurer must give a detailed report with the statistics of the insurance claimed during the period
- The Buyer may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidders, if the bidder makes any misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements or if the bidder fails to provide related clarifications sought by Buyer within the stipulated timelines.
- Service Provider must keep confidential any information received from or about Buyer because of or in connection with the submission of the bid response. The Buyer will also not disclose the information provided by Bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
- Whilst all reasonable care has been taken by Buyer when providing information in this bid document, the figures, documents and details are presented in good faith. Bidders indemnify Buyer from any claims, liabilities or costs that may arise due to this. Bidders may seek additional information where deemed necessary but the decision to provide any additional details will be the sole discretion of the Buyer.
- More than one bid from the same bidder shall disqualify the bidder from participation in the bid.

### 6. Standard Terms and Conditions for Group Medclaim Insurance

- The insurance company shall arrange to issue membership card to each insured person directly at their cost. The list of hospitals covered for cashless facility should also be provided.
- The Insurer should have arrangements with an extensive network of reputed Hospitals across the country for treatment with cashless facility.
- The ID card issued by the Buyer to the insured (employees, students, etc.) must be acceptable for availing treatment for all emergency cases at various network hospitals without any difficulty.
- The Insurer will ensure direct settlement of bills and claims with hospitals and medical service providers.
- If there is any reimbursement to the insured (beneficiaries), the same should be settled and paid directly to the insured within 30 days on receipt of bills. The Insurer shall be responsible for ensuring the smooth process.
- The Insurer should cover the Insured from Day 1 of commencement of policy.
- During the validity of the current policy, no revision in premium shall be considered by Buyer.
- Exclusions, Inclusions & Assumptions: Exclusions, Inclusions and Assumptions should be clearly specified by the insurance company.
- Policy should cover any new employees that joins the period of contract/ policy. The premium payable for such mid-term inclusion will be settled on pro rata basis
- Non-Disclosure Agreement (NDA) will need to be signed by the Service Provider before personal details of employees are shared with them by the Buyer for underwriting.
- The premium rate shall remain firm during the insurance period of the policy.
- The Insurance Provider may either utilizes its in house resources for servicing of Group Medclaim Policies or may appoint an IRDA licensed Third Party Administrator (TPA) for processing all admissible insurance claims and customer service, without levying any additional charges. The details of the TPA must be furnished to the Buyer before

signing of contract and a dedicated helpline (24 x 7) should be provided by the TPA. Contact details including the name of contact person, contact numbers and postal/email address should be shared with Buyer and.

- Service Provider shall also extend cashless settlement for the insured persons.
- Buyers shall not be responsible for any fraudulent claims made by the members insured under the Medclaim Policy

#### 7. Service Formula

The following formula will be used to calculate the value of this contract.

*Total Contract Value = Total Premium quoted by service provider.*

#### 8. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.

#### 9. SLAs and Deductions

S.No.	SLA	Deduction
1.	Settlement of all claims by Service Provider within 30 days from the date of submission of complete documents by the Buyer.	Interest at the rate of 20% p.a. on the delayed claim amount

#### अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. **Service Provider and its insurance company must have been in the Insurance business in India for at least XX years :** The Insurance Company must have been in operation in Indian market in the field of Medical & Health Insurance for a period of at least two years as on tender opening date. Last 2 years IRDA payment (Financial Years) receipt is to be attached in support of fulfilling this criterion.
2. **Service Provider and its 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. :** The Insurance Company is presently handling at least two clients in the Central /State Public Sector Undertaking or/and Central/ State Government in the area of Group / Group Floater Medical Insurance. Copies of work order/ proof of payment of premium/ Insurance policy issued is to be attached in support of fulfilling this criterion.  
and  
The Insurance Company should have office in Kolkata. Tax copy of Kolkata Municipal Corporation or Electricity bill is to be attached in support of fulfilling this criterion.
3. **Details of Buyer (Insured) :** [click here](#)

#### अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Documentary Proof Against Solvency Ratio Requested By Buyer : [click here](#)
3. Copy Of Irda License And Its Renewals Over The Period May Be Provided : [click here](#)
4. Certificate From Authorized Signatory On Company's Letter Head, With Details Summarized As Per Buyer's Requirement : [click here](#)
5. The Bidder Should Not Currently Be Blacklisted By Government Organizations. Certificate From Authorized Signatory On Company's Letter Head. : [click here](#)
6. Valid Proof Of Last Three Years Claim Settlement Ratio Should Be Attached Authenticated By Irda Or Published By The Insurance Company : [click here](#)
7. Certificate From Authorized Signatory On Company's Letter Head, With Details Summarized As Per Buyer's Requirement : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Breakup](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

**2.1 Generic:**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2.2 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.