Government of Odisha

Information & Public Relations Department

File No: IPR-PM-MISC-0032-2023

No: 10690

Dated: 05/08/2023

TENDER CALL NOTICE

Sealed Tender is invited from reputed Insurance Companies for Group Health Insurance Coverage of Odisha Working Journalists under "Gopabandhu Sambadika Swasthya Bima Yojana" Scheme for year 2023-24 with effect from 1st September 2023 to 31st August 2024.

The selected Firm/Agency will have to sign an agreement with Authorities of Information and Public Relations Department, if found suitable, by the Selection Committee. The terms and conditions have been mentioned in the Tender Paper. All the payment shall be made as per the Finance Department guidelines.

The last date of receipt of the tender paper is by 5:00PM on dt.25/08/2023 and the same will be opened in presence of the bidders/their authorized representatives at 05:30 PM on dt.25/08/2023, in the office of the Director, Information and Public Relation, Unit V, Bhubaneswar.

The authority in Information & Public Relation Department reserves the right to accept or reject any or the entire process without assigning any reason thereof.

For overview of the objective & scope of the assignment, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit the websites of https://inpr.odisha.gov.in/tenders-advertisement.

Memo No. 10691 /IPR, Bhubaneswar Dt. 05/08/2023

Copy forwarded to OSD to Principal Secretary to Govt./Sr. P.S. to Director, Information & Public Relations Department for kind information of the Principal Secretary to Govt. / The Director.

Memo No. 10692 /IPR, Bhubaneswar Dt. 05/08/2023

Copy along with Tender Paper forwarded to the State Portal Group, Secretariat/System Analyst, Information & Public Relations Department for information and necessary action. They are requested to hoist the Notice and Tender Paper in the website of Information & Public Relations Department.

Memo No. 10693_/IPR, Bhubaneswar Dt. 05 08 2023

Copy forwarded to the Joint Director (Advt) for information and necessary actions. He is requested to release the Tender to two leading Odia dailies and one leading English daily, all edition for wide publication.

int Director

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Government of Odisha

Information and Public Relations Department

TENDER CALL NOTICE

Call for tender from Reputed Insurance Companies

For

Gopabandhu Sambadika Swasthya Bima Yojana for Health Coverage of the Journalists and their families for a period of One Year.

Tender Ref. No. 10694 1

Dt. 05 08 2023

Address for Submission of Bid	The Director Information and Public Relations Department	
	Lokasampark Bhawan	
	Unit V, Bhubaneswar	
	Pincode:-751001	
Place for opening of the bid	Office Chamber of the Director	
	I & P.R.Deptt.	
8	Lokasampark Bhawan,	
to the second of	Unit V,	
	Bhubaneswar, Pin No:751001	
Last Date & Time of Submission of Bid	Dt.25/08/2023 at 05:00 PM	
Date & Time of Opening of Bid	Dt.25/08/2023 at 05:00 PM	

Table -1

The tender Document may be

- Downloaded from the I & P.R. Department's website: https://inpr.odisha.gov.in/tenders-advertisement.
- Collected from Information and Public Relation Department by Depositing Tender Paper Cost of Rs. 100/- (One Hundred Only).

The complete Tender document may be sent to the address mentioned at the <u>table-1</u>, by way of Courier/Registered Post or dropped in the sealed Drop Box kept in the Department so as to reach this office on or before **Dt. 25/08/2023 at 05:00 PM**.

The Department shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through telegram/ fax or e-mail shall not be considered as a valid offer. Any correspondence after the last date and time of Submission of bids shall not be entertained.

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INTRODUCTION

The Information and Public Relations Department, Government of Odisha serves as a link between people and the Government, This Department not only informs the public on the plans, policies and programmes of the Government, but also works to ensure people's participation in the successful implementation of different development programmes and schemes. To implement these programmes and to make them people-oriented, the Department also functions at District and Sub-Divisional levels. The journalists are considered our associates in realisation of the said goal.

Odisha Government vide Notification No 1887, Dated 17.02.16 notified to provide Health Insurance to working Journalists of Odisha under "Odisha State Working Journalists Health Insurance Scheme -2016" which, later was implemented as "Gopabandhu Working Journalist Health Insurance Scheme". The Scheme provides insurance to Working Journalists of Odisha and their family for indoor and outdoor treatment. It is a welfare Scheme to be renewed every year and the Insurer shall be selected through Tender process.

Under the said Scheme, Group Health Insurance Policy with a cover of Rs. 5 (Five)Lakhis to be provided to each of the eligible Working Journalists and their families, comprising of spouse and 3 wholly dependent children up to the age of 25 years.

Information and Public Relations Department wishes to take up a Group Medi-Claim Policy under "Gopabandhu Sambadika Syasthya Bima Yojana" scheme for a period of one year commencing from 1stSept., 2023 for Working Journalists and their families" as per Scope of the work mentioned in Chapter 3.



Schedule for invitation to Tender

1	Name of the issuing office	Information and Public Relations Department, Govt. of Odisha	
2	Contact person	Director, I & P.R.	
3	Date of Bid Specification document to be available on the website	 https://inpr.odisha.gov.in/tenders advertisement https://odisha.gov.in/state-tender advertisement 	
4	Last date and time for submission of RFP Documents	Dt.25/08/2023 at 05:00 PM	
5	Date and time of opening of Bid	Dt.25/08/2023 at 05:00 PM	
5	Place of opening of Bid Document	Information and Public Relations Department, Govt. of Odisha	

Chapter-1 (Instructions to Bidder)

1. General Instructions

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

2. Qualification Criteria

- a. Only those Insurance Companies which are registered with IRDA or enabled by a Central Legislation to undertake general insurance(including health insurance) activities and have a valid registration shall be eligible to submit a Bid for award of the Contract. If any Bidder fails to meet the Qualification Criteria, its Bid shall be rejected.
- b. Insurance companies should have an experience in providing Cashless Health Insurance service to the beneficiaries. They should be able to provide Cashless Health Insurance service at-least in hospitals recognized/empanelled by Health & Family Welfare Department/ DMET, Odisha (Directorate of Medical Education & Training, Odisha).

3. Nature of Bidder Entity

- a. The Bidder should been a public or private insurance company.
- b. Insurance companies that meet the Qualification Criteria individually may submit their Bids. Consortiums are not allowed to apply.
- 4. Earnest Money Deposit : Not Applicable

5. Last date for Submission of Tender Document:

Sealed Technical and Financial Bids placed separately in a single sealed envelope complete in all respects should reach the:

Director Information and Public Relations Departments, Loksampark Bhawan, Unit – V,Bhubaneswar, Pincode:751001 On or before Dt.25/08/2023 05:00 PM.

6. Submission of Bid:

a. The Bidder should submit Bids in two parts viz. 'Technical Bid' and 'Financial Bid'. The Technical Bid should be sealed in a separate sealed envelope, subscribing 'Technical Bid for Health Insurance of Working Journalists' and the 'Financial Bid' should be sealed in a separate sealed envelope subscribing 'Financial Bid for Health Insurance Working Journalists'. Both Technical and Financial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for Group Medi-Claim Policyfor a period of one year in respect of Working Journalists and their families under "Gopabandhu Sambadika Swasthya Bima Yojana".

The Bid should be addressed to: Director, I & P.R. Deptt., Loksampark Bhawan, Unit - V, Bhubaneswar.

- b.All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Financial Terms and Conditions must be signed by the tenderer. GST or any other Govt. duties etc. as applicable should be quoted separately.
- c. Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

d. The Department shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever. Tenders received after due date will not be taken into consideration under any circumstances.

7. Technical Bid

The Technical bid must be submitted in a spiral bind report format containing the documents arranged and labelled as per the following.

- a. Covering letter duly signed by the authorized person (Annexure-I).
- b. Company Profile.
- c. Documentary evidences in respect of eligibility criteria (Chapter -2). Each document should be labelled on the top right so as to indicate the eligibility criteria serial number.

Failure of submission of any of the documents in Technical bid will make the bid rejected as nonresponsive. The Department will have the option to treat some documents as mandatory/optional in the benefit of the Institute.

Note: Technical Bid with loose or unlabelled papers will be summarily rejected.

8. Financial Bid

The Financial Bid should be according to the format given in the Tender Document(Annexure-II). The Financial Bid should contain the following:

- a. Covering Letter from the Bidder duly signed.
- b. Insurance premium to be quoted separately for Working Journalists as indicated in Chapter-5. GST must be separately indicated.
- c. Total Bid amount in terms of INR for a year covering all the Working Journalists &their families as indicated in the Chapter-5.
- d. The decision of the Department arrived at as above shall be final and representation of any kind shall not be entertained on the above.
- e. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from Bidding for the Department tenders in future for a period of three years.
- f. The Department shall have no obligation to convey reason for rejection of any bid. It shall be opened for the Department to reject even the lowest Bidder, in the interest of the Institute/organisation and no reason need to be given thereof.

9. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Department may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in

10. Effects and Validity Offer

- a. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Department for rejection of his offer. The Department reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service.
- b. The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) calendar days from the date of opening of Bid.
- c. The offer shall be deemed to be under consideration immediately after they are opened and until such time when the official intimation of award of contract is made by the Department to the tenderer. While the offer is under consideration, if necessary, the Department may obtain clarification on the offer by requesting for such information from any or all the tenderers either in

writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer is opened.

d. In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with the Department shall be passed on to the new company/division for compliance by the new company on negotiation. The Registration number of the firm along with GST/TIN/PAN number allotted by the Tax authorities shall invariably be given in the tender.

The Department reserves the right to award the contract to any of the bidders despite not being the lowest; taking into consideration the interest of the Department and in this respect, decision of the Department shall be final.

11. Tender Opening and Selection of Firm or their Authorized Service Provider

'Technical Bid' and financial bid will be opened at the notified location on **Dt.25/05/2023 at 05:00** PM in the presence of Bidders or their authorized representatives, who wish to be present. The Financial Bids of only the technically qualified bidders will be further considered for further short listing.

Bidders will be selected by the following steps given as under.

- a. Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document. The network of the hospitals the tenderer tagged with will be also an aspect for such consideration.
- b. Vendors will be short listed by the duly constituted Tender Evaluation Committee (TEC). The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.
- c. Selection of Bidder as the Service Provider who offers the lowest price and meets the financial qualification requirements from among the technically qualified short-listed vendors.

12. Acceptance of Offer

The tender shall be processed as per standard procedure. The Department, however, reserves the right to reject any tender without disclosing any reason. The Department would not be under obligation to give any clarification to those vendors whose tenders have been rejected.

13. Signing of Agreement

The successful bidder shall execute an Agreement as per the format prescribed by the Department based on this Tender Document and agreed Terms and Conditions. After the expiry of the period of agreement, the Department, based on the performance of the services offered and at its sole discretion, may offer the insurer extension of the validity of contract up to one year.



<u>Chapter-2</u> Evaluation of Technical Bid

Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. Documents/ testimonials presented in original at the time of such evaluation may be taken into consideration to take care of eventual inadvertence in attachment of copy of such corresponding document. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected. The financial bid of only those bidders who qualify in the Technical bid will be evaluated as laid down in the subsequent section.

Eligibility Criteria

SI. No.	Qualification	Documentary Evidence to be attached
1	Insurance Company should have been registered with IRDA.	Copies of certificates.
2	Experience in catering to health insurance of 5000 families or more under one group health insurance scheme either in 2019-20, 2020-21, 2021-22 and 2022-23.	List of clients
3	Undertaking to use IRDA approved Third Party Administrator for Smart Card and other Services that fulfill the criteria specified in the Tender Documents.	Annexure III
4	PAN /TAN, GST registration	Self-attested copies of valid certificates
5	IT Return Filing copies for the last three Assessment Year i.e. 2021-22,2022-23 & 2023-24	Self-attested copies of valid document
6	Up to date GST return filing copies	Self-attested copies of valid document
7	Proof of having done Group health Insurance business for more than Rs. 3 crores premium during the last year.	Copies of audited Annual Reports of F.Y.2020- 21/2021-22/2022-23.
8	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Departments or Court of Law.	Annexure – V (Said annexure to be submitted in form of Affidavit)
9	Each page of the Tender document should be signed by the Bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.	Self-attested copies

Chapter-3 (Scope of Work)

Scope of Work

The Health Insurance Policy is to extend coverage to working Journalists and their families comprising of spouse &3 children age upto 25 years.

Coverage:

Insurance Coverage of Rs.5,00,000/- (Five Lakhs) only shall be provided to the Family Unit as defined in

Note:-The above limit shall be over & above the insurance coverage if any already taken by the

For the year 2022-23i.e. from 1st September 2022 to 31st August 2023, total 8,717 number of Journalist's family units has been provided health insurance coverage. The numbers of family units for health insurance coverage from 1st September 2023 to 31stAugust 2024may vary depending upon inclusions/exclusions from the exiting Journalist's family units. The Department will advise fresh inclusion as and when eligible for coverage and pro-rata premium shall be charged / payable for such inclusion during the year. Similarly, pro-rata premium shall be refundable upon exclusion of employees.

CHAPTER 4 (GENERAL TERMS & CONDITIONS OF CONTRACT)

1. Sum Insured

The sum insured against the premium as decided in agreement shall be of Rs.5,00,000/- (Five Lakhs

2. Period of Coverage, Extension and Termination

- a. The insurance policy shall be initially for 12 months term, which may be extended maximum for another 12 months at the L1 Bidding Price, on pro-rata basis for the extended period.
- b. The Department may terminate the agreement by giving a written one-month advance notice for pre-mature cancellation of Policy if:
 - i. The Service Provider becomes bankrupt or is otherwise declared insolvent.
 - ii. The quality of services rendered to the Department gets degraded and/or is not up to satisfaction of the Department.

Note: Process to blacklist the Services provider may also be initiated, considering the quality of service and the response of the Service Provider towards to allegation on service quality.

c. The Service Provider may submit request for termination of agreement by giving at least three months' advance notice to the Department.

In either case, premium should be refunded on pro-rata basis.

3. Beneficiary

The Group Medi-Claim Insurance Policy shall cover Journalists and their families as described in Chapter-3. The Group Medi-Claim Insurance Policy shall be in the name of Information and Public Relations Department, Govt. of Odisha.

4. Award of Contract

- a. The Department will convey the final acceptance of bid in writing to the successful bidder. The bidder will have no right or claim in case of rejection of a bid.
- b. The contract will be awarded to the successful bidder whose bid is determined to be responsive and has been evaluated to be the lowest bid (L-1) in most transparent manner. The Department can negotiate the rates with the L-1 bidder and finalize the rates accordingly. The Department isn't bound to accept the L-1 rates. The decision of the Department shall be final in this regard, as per the Tender conditions.
- c. If the lowest Bidder (L-1) fails to sign the agreement then, negotiations with Firms other than the lowest Bidder (L-1) i.e., L-2 bidder, shall be held obtaining prior approval of the Government.
- d. Partial/incomplete bid shall be rejected forthwith.
- e. Notwithstanding anything contained herein, the Department reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The successful bidder shall be fully responsible and shall be bound to perform the job allocated to him at the rates that have been accepted by the Department.

5. Payment

Payment for the contract will be made on Yearly basis after signing of the agreement.

6. Taxes and Duties

Taxes shall be separately quoted. The Department shall deduct taxes at source as per the IT & GST Acts/Rules, if applicable. TDS certificate would be furnished by Information and Public Relation Department.

7. Settlement of Dispute and Jurisdiction

Disputes if any, arising during the contract period shall be negotiated / discussed at once in order to resolve the same, failing which Competent Courts at Bhubaneswar only will be have jurisdiction to adjudicate upon the matter.

8. Technical & Administrative Suport

- a. Insurer shall provide a Standard Operating Procedure with detailed steps through which Insured shall be able to track their Claim status online.
- b. Insurer through TPA or through their representative should provide necessary training to DIPROs time to time and should be capable of addressing issues and queries in real time.
- 9. The successful Bidder will sign a contract as per the Terms and Conditions given in Annexure-IV.

CHAPTER 5 SPECIAL TERMS & CONDITIONS OF CONTRACT

3. Coverage of all Pre- existing diseases or ailment / injuries :

All ailments / diseases / injuries / health condition which are pre-existing (treated / untreated, declared / not declared in the proposal form), shall be covered under the Policy.

- c. Room, Boarding in General Ward and Nursing Expenses as provided by the Hospital as per
- d. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees.
- e. Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical, Appliances, Medicines & Drugs, Diagnostics and X-ray, Limbs implanted in the body & cost of organs and similar expenses.
- f. Maternity Benefit: waiver of 9 months waiting period. Maximum Rs. 30000/- for Normal Delivery & Rs. 40000/- for Caesarean Delivery.

Newly born babies will be covered from day one within overall limit of the family.

4. Pre -hospitalisation and Post hospitalisation Expenses:

- a. Pre Hospitalisation: Relevant medical expenses incurred during the period up to 30 days prior to hospitalisation on diseases / illness / injury sustained will be considered as part of claim.
- b. Post hospitalisation: relevant medical expenses incurred for the period 60 days after hospitalisation on diseases / illness / injury sustained will be considered as part of claim.
- c. Special Provision for Day care: The Insurance policy should provide day care coverage for specific treatment taken in network specialised day care centres where the insured is discharged on the same day like eye surgery, radio therapy, Coronary Angiography, treatment of fractures etc.

5. Mid – term Addition / deletion of employees and their family members:

Any additions / deletions of employees / dependent family members during the Policy period shall be added / deleted in the Policy on pro - rata basis on intimation by the Director, I & P.R. Deptt.

6. Discounts:

The Bidder should quote the rates after allowing the discounts in accordance with IRDA guidelines.

7. Information related to Insured and Expenditure of claims:

The insurance agency shall provide Information relating to Insured time to time as per the requirement of Information & Public Relations Department. The insurance agency also required to provide annual expenditure of claims to the Department. Director. G. 2020

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

To,

The Director
Information and Public Relations Departments,
Loksampark Bhawan, Unit – V,
Bhubaneswar

Subject: Group Medi-Claim Policy for the year commencing from Sept. 2023 for Working Journalists and their families".

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the scope of the work as specified in the tender document and all other Bidding documents. We hereby propose to provide the insurance services as in the Bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial Bids.

EARNEST MONEY: Not Applicable.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Bidding document. We further understand that the number of lives to be insured as specified in this Tender may increase or decrease at the time of Award of Contract Order or at a later stage as per the requirements of the Department.

CASHLESS HEALTH INSURANCE CARD

We further declare that we shall provide the Health Insurance Cashless Cards to the respective DIPRO's Office, within 15 days of receiving the beneficiary data. No Cards shall be issued in favour of the person/beneficiary, except to the person/beneficiary list provided by this Department.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents (As mentioned below) as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

(a)	Submitted Copies of certificates Insurance Company with IRDA or enabled by a Central Legislation to undertake insurance related activities	: Yes /No
(b)	Submitted Details of Healthcare Centers with whom bidder has arrangements, if any in Odisha	: Yes /No
(c)	Submitted List of clients Experience in catering to health insurance of 8000 families or more under one group health insurance scheme either in 2020-21, 2021-22and 2022-23.	: Yes /No
(d)	Submitted Copies of audited Annual Reports of F.Y., 2020-21, 2021-22,2022-23	. Voc /NI-
(e)	Submitted undertaking as per SI. No 6 of technical evaluation	: Yes /No
	Submitted Documents	. Tes/No
(f)	Self-attested copy of PAN Registration	: Yes /No
	Self-attested copy of TAN	
	Self-attested copy of GST Registration	: Yes /No
	Self-attested copy of IT Return Filing copies for the last three Assessment Year i.e. 2021-22,2022-23 & 2023-24	: Yes /No
	Self-attested copy of up to date GST return filing copies	The second second
9	Technical bid in a spiral bind report format containing the Documents arranged as mentioned in Para 5 of chapter 1	: Yes /No : Yes /No
	Financial bid submitted in separate envelopas mentioned in Para 5 of Chapter 1	: Yes /No
g)	Annexure-Vin form of affidavit.	: Yes /No
h)	Self-attested copy (each page) of the Tender document by the Bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.	: Yes /No

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the Department is not bound to accept the lowest or any Bid that it may receive.

Seal:

Designation:

FINANACIAL BID

Name of the Firm :
Address of the Firm :
PAN/TAN No :
GSTN No :

Cover	Premium per Family Unit (in Rupees)
Rs.5,00,000/- (Five Lakh) cover per Beneficiary Family Unit (Existing 8717 no. of family unit enrolled under this scheme and the number may vary either way)	[insert sum] (Rupees [insert sum in words] only)
(Family Unit as defined in Chapter – 3)	
Card Issuance expenses	[insert sum] (Rupees [insert sum in words] only)
Total	[insert sum] (Rupees [insert sum in words] only)
GST	[insert sum] (Rupees [insert sum in words] only)
Total	[insert sum] (Rupees [insert sum in words] only)

Certified that no brokerage/agency/consultancy charges have been / will be paid against the above rates as this is a direct transaction with Information and Public Relations Department.

Place :	(Authorized Signatory of the firm)
Date :	
	(With Authorized Seal)

UNDERTAKING REGARDING USE OF THIRD-PARTY ADMINISTRATORS, SMART CARD SERVICE PROVIDERS AND SIMILAR AGENCIES

From
[Name of Bidder]
[Address of Bidder]
Date: [insert date], 2023
[341-14 5466], 2025
То
The Director
Information and Public Relations Departments,
Loksampark Bhawan, Unit – V,
Bhubaneswar
Sub: Undertaking Regarding Appointment of Third Party Administrators, Smart Card Service Providers
and Similar Agencies
Dear Sir,
The state of the s
I, [insert name] designated as [insert title]at [insert location] of [insert name of Bidder]and being the
and a contraction for the firm that the firm is a firm to the firm the firm that the firm the firm the firm the firm the firm that the firm the fir
Gopabandhu Working Journalist Health Insurance Scheme.
We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only
appoint those Third PartyAdministrators that meet the criteria specified in the Tender Documents.
We hereby also undertake not to engage TPAs and Smart Card Service Providers without the approval of
the Information and Public Relations Departments.
Dated this day of 2023
Dated this day of , 2023
[signature]
In the capacity of
[position]
The state of the s
Duly authorized to sign this Bid for and on behalf of
[name of Bidder]

CONTRACT AGREEMENT FORM

AGREEMENT BETWEEN Information and Public Relations Department AND M/s
and Public Relations Department (Odisha) and represented by the Director 1 & F.M. of the part and
Whereas the M/s engaged in the business of Insurance and whereas the Department is desirous of availing the service of M/s for Group Health Insurance under Gopabandhu Sambadika
Swasthya Bima Yojana. Now it is hereby agreed by and between the parties here to as follows shall provide Group Medi-Claim Policy as specified
in Chapter 3 of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.
1. TERMS OF AGREEMENT
The agreement shall remain in force initially for one year on annual basis starting from for the Department. It may be renewed for further period of one year or less on mutual consent. It shall be open to either of the party to terminate this agreement at any time as per clause 3 of this document in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the Department in this regard shall final and binding upon Any additions / deletions of member / dependent family members during the Policy period, shall be added / deleted in the Policy at tender rate on pro — rata basis on intimation by the Department.
2. PAYMENT
Payment for the contract will be made on Yearly basis at the rate of Rs per family unit. Note: TDS on IT&GST shall be deducted as per the provisions of respective Acts and Rules
 a. The Department may terminate the agreement by giving a written one-month advance notice to the Service Provider, if The Service Provider becomes bankrupt or is otherwise declared insolvent The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser. The quality of services rendered to the Department gets degraded. The Service Provider may request for termination of agreement by giving three-month Advance notice to the Department. In either case, service provider may refund pro rata premium to the

Department.

4. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- a. It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.
- b. This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- c. That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound.
- d. There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement.
- e. No representation or warranty made herein contain any untrue statement.

5. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

6. **SEVERABILITY**

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

7. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Comm.-cum-Secy. I & P.R. Department or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on Comm.-cum-Secy. I & P.R. Department requesting him to appoint an arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Bhubaneswar and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure

agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement. 8. MATTERS NOT PROVIDED IN THE AGREEMENT If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith. 9. ASSIGNMENT/ AMENDMENT shall have no right to assign its obligations under this M/s Agreement without a written approval and permission from the Department to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto. 10. HEADINGS The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement. 11. SURVIVAL OF RIGHT AND OBLIGATION Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination. 12. NO PARTNERSHIP Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose. 13. THE AGREEMENT This document signed by both parties shall constitute the entire binding agreement between..... and the Department. Signed on behalf of Signed on behalf of the Information Public M/s..... Relations Department. Name..... Name..... Designation..... Designation..... Place: Bhubaneswar Place: Bhubaneswar

od A

Date:

Authorized Signature

Date:

Authorized Signature

SELF-DECLARATION - NON BLACKLISTING

To,
The Director Information and Public Relations Departments, Loksampark Bhawan, Unit – V, Bhubaneswar
Sir,
In response to the Tender Ref No
If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the tender if any, to the extent accepted may be cancelled.
Thanking you,
Date: Place: Yours faithfully,
Name of the Bidder: -
Authorized Signatony