

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Beej Bhavan, Pusa Complex,

New Delhi-110012.

CIN : U74899DL1963GOI003913



GROUP HEALTH INSURANCE OF RETIRED EMPLOYEES

LAST DATE & TIME FOR RECEIPT OF BIDS : UP TO 1500 HR. ON 05.09.2020

DATE & TIME OF OPENING OF BIDS. : AT 1530 HR ON 05.09.2020

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNERTAKING)
BEEJ BHAWAN, PUSA COMPLEX
NEW DELH-110012**

File No. 9(3)(A)/Welfare/NSC/2020-21

Dated: 13 August, 2020

CALL FOR E-TENDER FROM REPUTED INSURANCE COMPANIES

National Seeds Corporation Limited (NSCL), a Schedule 'B' Miniratna Category-I company and a fast growing Central PSU under Ministry of Agriculture & Farmer Welfare engaged in the business of Production and Distribution of certified seeds invites "Tender (two packet-Technical proposal & Financial proposal)" from Insurance Companies (Licensed and Registered with IRDA) or agencies (enable by Central legislation to undertake Insurance related activities) dealing with Health Insurance for Implementation **Post Retirement Contributory Medical Benefit Scheme of the National Seeds Corporation Limited.** Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from <https://indiaseeds.eproc.in> & www.indiaseeds.com

Particulars	Details
Date of issue of NIT	14-08-2020
Download Start Date/time	14-08-2020-10.00AM
Download End Date/time	05-09-2020-03.00 PM
Last Date and time for submission of online bid	05 th September, 2020 by 1500 hrs.
Date and time of opening of Technical Bid in Online mode at NSC, HQ.	05 th September, 2020 at 1530 hrs
Validity of Bids	30 Days
Tender Fee(To be deposited online)	Rs.1000(One Thousand Only)
Address for Communication	Sh. S.K.Mehta, Addl.GM (Wel), National Seeds Corporation Ltd. -HQ, Beej Bhawan ,Pusa Complex, New Delhi-110012
Contact Person (with Phone No & E-Mail)	Smt Deepika Rani, Asst. Manager (OL), 011-25846292, 25846295,+919540169109, amrajbhash.sfc@gmail.com

Present members of Policy along with the employees who will retire this year the approximate number is 365 and the estimated Sum Insured would be Rs.16 Crore.

Detailed eligibility & other criteria may be viewed from the tender document. Online in your website www.eproc.indiaseeds.com. The Insurance Companies fulfilling the requisite prescribed criteria are required to submit their online proposal by **05th September, 2020** NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Interested agencies fulfilling the above eligibility criteria may submit tender document online on payment of Rs. 1000/- (Rupees One thousand only). The tender document will also be available at NSC website www.indiaseeds.com. Any updation or amendment in the tender documents will be done only on www.eprocindiaseeds.com.

ADDL. GENERAL MANAGER (Wel)

Table of Contents

PART I	INFORMATION TO THE BIDDER ABOUT THE SCHEME	3-6
PART II	GENERAL INSTRUCTIONS	7-15
PART III	SUBMISSION OF BIDS/PROPOSALS	16
SECTION A	TECHNICAL PROPOSAL	17-18
SECTION B	FINANCIAL PROPOSAL	19
SECTION C	SUMMARY OF PROPOSAL	20

PART – I

POST RETIREMENT CONTRIBUTORY MEDICAL SCHEME FOR RETIRED EMPLOYEES (AFTER 01.01.2007) OF NATIONAL SEEDS CORPORATION LIMITED

1. TITLE :

The scheme is titled as **“NSC Post Retirement Contributory Medical Benefit Scheme (NPRCMBS), 2020”** aimed at providing Medical facilities to retired/retiring employees of the Corporation for indoor treatment through Med claim Insurance Policy and treatment of prolonged illness. This is purely a welfare/social security measure for providing them medical facility in their old age.

2. COMMENCEMENT :

The scheme shall come into force w.e.f 19.09.2020 and will be applicable to all the regular employees as per the eligibility criteria laid down in the scheme. The scheme will not cover those who had **retired before 1.1.2007** from the services of the Corporation. The scheme will be reviewed after every Three years for its continuance.

3. ELIGIBILITY:

- 3.1 The scheme will be made applicable for all regular employees who are separated from the Corporation on account of retirement on attaining the age of superannuation provided the concerned employee should have completed a minimum qualifying period of 15 years of continuous service in Central/State Govt./Public Sector Undertaking / Statutory Body / Autonomous Body/Quasi Govt. Body out of which a minimum of 03 (three) years shall be in National Seeds Corporation Limited other than Board level executives. The Post-Retirement medical benefits shall be allowed to Board level executives (without any linkage to provision of 15 years of service) upon completion of their tenure or upon attaining the age of retirement, whichever is earlier.

In addition to the above, this scheme will also be made applicable for the Regular workers (appointed from DPWs/DWWs) and superannuated after 06.09.2017. However, they will be exempted from the condition of minimum 03 years of regular service. *The employees and their spouses are only covered under the scheme.* The spouse of the employee who dies while in service of the Corporation will also be eligible to be covered under the scheme. The scheme also covers the employee and his/her spouse where he/she meets an accident while discharging official duties and suffers permanent physical disability and leave the service of the Corporation on this ground provided the spouse shall not be employed on compassionate grounds and he/she is not dependent on his/her son/daughter. The employees who retire otherwise than on superannuation, such as resignation, removal/dismissal from service on account of disciplinary action and DWW/DPW getting superannuated without regularization, shall not be eligible to get medical benefits under the scheme.

- 3.2 The benefit under this scheme would be applicable to those employees only whose spouse is neither gainfully employed or availing any medical facility from or through the Central/State Govt./Public Sector Undertaking/Quasi Govt. Body/Statutory Body/Autonomous Body in individual capacity or as dependent.

3.3 Eligible Employees must submit his/her application to avail this benefit minimum 01 month before his/her date of superannuation and the contribution amount must be deposited 7 days before her/his date of superannuation in NSC account. However, the interested eligible employees may submit his application for availing benefit along with the contribution under the scheme even before one month of his/her retirement.

3.4 Once the employee discontinues from this Scheme by not depositing its contribution or submitting the life Certificate within the prescribed period. He/She will permit one time re-entry chance for the re-membership of the Scheme.

4 DEFINITION:

In this scheme unless there is anything repugnant in the subject or context:

• **"CORPORATION"**:- The "National Seeds Corporation Limited."

• **"Scheme"** :- Means "NSC Post retirement Contributory Medical Scheme".

• **"HOSPITALIZATION"**:- Means employee undergoing treatment in hospital as indoor patient.

• **"SPOUSE"** means wife / husband of the employee, as the case may be, as declared to NSC.

• **"COMPETENT AUTHORITY"** :- CMD will be the Competent Authority.

• **"COVERAGE"**: means "medical coverage to the retired employee as per Post/Scale.

• **REGIONAL LEVEL COMMITTEE (RLC): (HQ/RO/FARM)**

(i) HOD/RM/HEAD FARM - President.

(ii) AGM (FIN.)/INCHARGE A/C./FARM & REGION.

(iii) AGM (HR)/ INCHARGE (HR)/FARM & REGION – Secretary

• **GRIEVANCES COMMITTEE (GC):**

(i) DIRECTOR (FIN.) - President

(ii) Addl.GM (Fin./Welfare) – Secretary

5. CONTRIBUTION TO:

5.1 To be eligible under the scheme the concerned Ex-employee shall opt for Post Retirement Contributory Medical Benefit Scheme, 2020. The Categorywise annual contribution and coverage under the scheme will be as under:-

Employees Contribution:

Category of Employees	Coverage (Rs. in Lakh)	Employee per annum Contribution
NS-0 to S-4	Rs. 4.00	Rs. 2000.00
E-0 to E-3	Rs. 5.00	Rs. 3000.00
E-4 to E-7	Rs. 7.00	Rs. 4000.00
Functional Director & CMD	Rs. 8.00	Rs. 5000.00

The employees who have already opted the Scheme-2009 will also be required to pay contribution as per above table w.e.f. 07.09.2020. The Corporation will arrange the Corporate Insurance Medical Policy for its retired/ retiring employees as per the Insurance coverage given above from IRDA approved insurance company.

5.2 All the Employees Retired before 31st March have to pay Annual Premium as per applicable Group, as per the Clause No. 5.1. All the Employees retired between 1st April and 19th September, 2019 will have to pay 50% of the Premium as per Clause 5.1.

- 5.3 All the Employees who want to join or seeking renewal under this scheme have to deposit their contribution to respective Region/Farm and Headquarter.
- 5.4 Any retired employees want to take additional coverage over and above coverage as per clause No. 5.1, NSC will not bear any premium on additional coverage. 100% premium on additional coverage will be born by the employees for that particular period subject to acceptance of Insurance Company of that particular period.

MODUS OPERANDI

1. The employees have to exercise option by filling up the prescribed form i.e. the registration form. Based on this form, each employee shall be allotted a suitable registration no. and photo identity card. The already registered employees have to fill up annual renewal form and submit the same along with the life certificate & annual contribution in July every year.
2. Each employee shall have to give a survival declaration for self and spouse every year on 1st July, after retirement which should be attested by the Officers of the level of serving Asstt. Manager & above of the Corporation / Gazetted officers of Central/State Govt. to this effect. In case of death of the retired employee or spouse, intimation should be sent to Addl GM (Fin./Wel), Corporate Office, New Delhi within a month.
3. All the Retired employee/employees have to submit their application to join the NPRCMBS-2017 to HOD/RM/Head Farm through their reporting Office at the place of posting at the time of retirement. However, for renewal under this scheme, Retired employee can submit his/her application with contribution to nearest NSC RO/Farm/HQ to his/her residence.
4. RLC will examine the eligibility of employees as per Scheme and also certify the deposition by retired employee's contribution to scheme in NSC Bank Account.
5. In case of hospitalization, the employee concerned may approach to the hospitals recognized by the Insurance Company for treatment and claim will be settled as per the medical scheme of the insurance as per the entitlement.
6. Medical expenses incurred for treatment outside the country shall not be admissible for reimbursement under the scheme.
7. The Corporation may at its sole discretion decide to terminate the membership of any member or any of his / her spouse in case the Corporation is satisfied on the basis of evidence on record that benefits / facilities under the scheme were misused / abused by a member, apart from taking other legal action by Corporation as deemed fit.
8. The Corporation will take a Medical Policy through a IRDA approved insurance company to give medical cover to the employees and their spouses who have retired on or after 1.1.2007 or going to retire.
9. The employee who have resigned from the organization & Joined other organization and retired from there will not be entitled for the Scheme.
10. The Scheme will be suitably amended if there will be any change on post retirement medical

scheme in the pay revision effective from 01.01.2017 to be issued by DPE.

11. In case of any dispute to any retired employee or/ & insurance company, CMD will be sole arbitrator for all stakeholders under this scheme.
 12. In case of any grievances to retired employees or any other person under the scheme, he/she may contact to Grievances Committee.
 13. Retired employees may be granted one month grace period from the date of retirement subject to submission of proper justification for delay in submission of application alongwith contribution within stipulated time as per clauses no 3.3 after approval from Competent Authority .
 14. The aforesaid scheme will be reviewed by a Committee consisting of Sr. General Manager (F&A), Addl. GM (F&A)-Welfare and Asstt. GM (HR) every year. They will compare amount of contribution receivable from NSC towards scheme and total premium to be paid to Insurance Company and if the premium amount is more than 3% of BP + DA to be contributed by NSC then the employees contribution towards Post Retirement Medical Benefit Scheme of NSC will be reviewed and modified from the next renewal date. The Committee will also review the affordability and sustainability in order to continue the Scheme.
 15. Competent Authority can change, correct, modify & amend any or all the rules under Post Retirement Contributory Medical Benefit Scheme.
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Clarifications:

1	Scheme applicability	For hospitalization only
2	Quantum of medical insurance coverage	Is on per annum per family basis
3	Benefits	Applicability
4	Policy Type (Individual / Floater)	Floater
5	Coverage from day one of operation of the Scheme (Yes/No.)	Yes
6	All pre-existing diseases	To be covered
7	1/2/4 year waiting period for specified ailments (Applicable / Not applicable)	Not applicable
8	Pre and post hospitalization cover	30 days pre and 60 days post hospitalization.
9	Corporate Floater (Yes/No.)	No
10	Room Rent Restriction (Yes/No.)	Yes
11	Room rent Limit	2% of sum insured for normal and no restriction for ICU (per day).
12	Ambulance Charges	To be covered with restriction of Rs. 1,000 per hospitalization.

PART – II

INSTRUCTIONS TO TENDERER

DEFINITIONS:

- ❖ C1 India Private Limited : Service provider to provide the e-Tendering Software.
- ❖ NSCL e-Procurement Portal : An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.
- iii) To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL eTendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- iv) After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt of DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v) All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi) The amendments/ clarifications to the tender, if any, will be posted on the NSCL eTendering Portal (<https://indiaseeds.eproc.in>).
- vii) To participate in bidding, bidders have to pay Rs. 1000/- (non-refundable) towards cost of tender Document as per the amount mentioned in the tender document through online or through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii) To participate in bidding, bidders have also to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through by Online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card) .
- ix) ‘Tender Document Cost’ are mentioned in NIT as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

- x) For helpdesk please contact E-Tendering Cell and Help Desk Support at email id [nsclsupport\[at\]clindia\[dot\]com](mailto:nsclsupport@clindia.com) and NSCL Global Support Telephone: **+91-124-4302033/36/37.**

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted following the instructions appearing on the screen/NIT.
- ii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

4. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through online process.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date. The price bid shall be opened for only technically qualified bidders. The date of opening of price bid will be informed online.

5. SELECTION OF SUCCESSFUL BIDDER (INSURANCE COMPANY OR AGENCY)

The successful bidder would be selected on the basis of lowest quoted rate as per the format enclosed at Section-B.

The offer shall remain valid for a period of 30 days from the last date of submission of tender documents.

6. LAST DATE FOR SUBMISSION OF THE e-TENDER

Interested agencies may send their duly completed e-tender proposal on or before **05th September, 2020 by 1500 hrs.**

The responses should be submitted strictly as per prescribed format alongwith documents in support of information submitted therein by the responding Insurance Company or Agency.

NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Tender received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

7. SUBMISSION OF PROPOSAL

The Technical proposal and the financial proposal digitally signed on every page including annexures / appendices shall be uploaded online,

The e-tender should be digitally signed by a duly authorized representative of the Insurance Company or Agency. It shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.

The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favour, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney, his proposal shall be liable to summary rejection without prejudice to any other right of NSC under the law.

Conditional offers / offers which are not in conformity to the prescribed document will be summarily rejected

All the documents submitted with the Tender are to be furnished digitally signed on all pages alongwith the technical proposal.

8. PROPOSAL EVALUATION

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out of only those agencies which fulfill the technical criteria.

Technical Proposal

The Evaluation Committee appointed by NSC shall carry out its evaluation for the technical proposal.

The technical proposal will be opened online on **05th September, 2020 at 1530 hrs .**

Financial Proposal

Financial proposal of only those Insurance Companies or Agencies which fulfill the technical criteria will be opened and the date and time of opening of financial proposal will be decided and intimated by NSC to such bidders separately.

The evaluation committee, after determining whether the financial proposals are complete and without errors shall determine the lowest financial proposal for conducting negotiation / award of contract.

9. AWARD OF CONTRACT

The contract shall be awarded to the Insurance Company or Agency, by conveying acceptance of the proposal by NSC through registered / speed post / courier. Negotiation with the Insurance Company or Agency, if needed will be done before award of contract.

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

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement and on the terms and conditions specified.

10. TECHNICAL CRITERIA FOR INSURANCE COMPANIES OR AGENCIES

- i) Insurance company should be registered with IRDA or enabled by a Central legislation to undertake insurance related activities. The Insurer should attach a copy of the license as a proof of its registration.**
- ii) Insurance company should have a full fledged establishment with experience in conceptualizing, designing and implementing large healthcare schemes and have at least one year experience in catering to health insurance of 500 families or more under the one group health insurance scheme in 2015-16 and 2016-17.**
- iii) Insurance company should have arrangement of healthcare at all the locations where NSC's offices are located.**

11. FORCE MAJEURE

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

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

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

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

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

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

12. INDEMNITY

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

13. OTHER TERMS AND CONDITIONS

Any changes in the terms of the document can only be made in writing and by mutual agreement. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an authorized representative of the Party.

The Services shall be performed at such locations as specified by NSC from time to time.

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NSC or the Insurance Company or Agency, may be taken or executed by the officials authorized.

Unless otherwise specified, the Insurance Company or Agency, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by NSC.

14. Commencement, Completion, Modification, and Termination of Contract

Effectiveness of Contract

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

Commencement of Services

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement. If the Insurance

Company or Agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

Expiration of Contract

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

Modification

After award of the contract, any minor changes in the modus of implementation can be agreed to mutually in writing.

Subletting

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

Termination**By Corporation (NSC)**

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

- (a) If the Insurance Company or Agency commits breach of contract or do not remedy/rectify a failure in the performance of their obligations under the Contract.
- (b) If the Insurance Company or Agency become insolvent or bankrupt;
- (c) If, as the result of FORCE MAJEURE, the Insurance Company or Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If NSC, in its sole discretion, decides to terminate this Contract.

By Insurance Company or Agency

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

Payment upon Termination

NSC at its sole discretion may decide & pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the Insurance Company or Agency.

15. OBLIGATIONS OF THE INSURANCE COMPANY OR AGENCY

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

The Insurance Company or Agency not to Benefit from Commissions, Discounts, etc.

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

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

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

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

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

Confidentiality and Nondisclosure Agreement

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

This Clause shall not apply to information:

- i) Already in the public domain, otherwise than by breach of this Agreement.
- ii) Already in the possession of the receiving Party before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality; or

iii) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The Insurance Company or Agency shall obtain NSC's prior approval in writing wherever necessary.

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

Removal and /or Substitution of Personnel

If NSC finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) NSC has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Insurance Company of Agency shall, at NSC's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

The Insurance Company or Agency shall have no claim for additional costs arising out of or incidental to any removal and / a substitution of Personnel.

Liability for Personnel

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

16. OBLIGATIONS OF THE CORPORATION (NSC)

NSC shall provide the Insurance Company or Agency such reasonable assistance as may be required in order to carry out the assignment.

17. PAYMENTS TO THE INSURANCE COMPANY OR AGENCY

NSC will pay the premium to the successful bidders as per the directions/guidelines of IRDA.

18. CORRUPT OR FRAUDULENT PRACTICES

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

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of NSC. Submission of forged documents in connection with this tender.

(iii) “collusive practice” means a scheme or arrangement between two or more Insurance Company or Agency, with or without the knowledge of NSC (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels, and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the executive of contract.

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

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

19. SCOPE OF SERVICE

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

20. ARBITRATION

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi. The sole arbitrator will be appointed by CMD, NSC whose decision in this regard will be final and binding. That in case the successful bidder is a Government Department/Organizations then the dispute/difference will be taken up by either party for resolution through AMRCD mechanism as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

21. JURISDICTION

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

**ADDL. GENERAL MANAGER (Welfare)
For & On behalf of
National Seeds Corporation Limited**

PART -III

SUBMISSION OF BIDS / PROPOSALS

SECTION - A

FORMAT FOR SUBMITTING TECHNICAL BID BY THE INSURANCE COMPANIES OR AGENCIES

(To be submitted Online letter head of Insurance Company or Agency under signatures of the authorized signatory).

To
The Addl. General Manager (Welfare),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012
Sir,

FROM

Profile of our Company is as under:

(1) Particular of the Company/Firm :

S.NO	Name of the party	Address full	E-mail	Mobile	Type of firm

Uploaded copies of supporting documents. (Insurance company should be registered with IRDA or enabled by a Central legislation to undertake insurance related activities. The Insurer should attach a copy of the license as a proof of its registration)

(2) Work Performed:

Details of Insurance Company's full fledged establishment with experience in conceptualizing, designing and implementing large healthcare schemes and have at least one year experience in catering to health insurance of 500 families or more under the one group health insurance scheme in 2018-19 and 2019-20.

Year	Name & Address, Contract Person with his Mb. No. ,of Purchaser	Description of work	Purchase Order No. & Date	Value (Rs. in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

- It is mandatory to Upload copies of such Purchase Orders, their invoices and proof of completion.

(3) Registration: Service tax/GST/CST/PAN registration no. required.

GST or TIN/VAT No.	Registration No CST No.

Upload copies of supporting documents.

(4) **Income tax Details :**

PAN No.	Returns for last Two years (attached) (2015-16 & 2016-17)	
	Year	Copy

Upload copies of supporting documents.

(5) **Particular of Banker :**

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

- (6) Insurance company should upload arrangement of healthcare at all the locations where NSC's offices are located.
- (7) Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average of annual turnover for last three years should not be less than three times of estimated value of offered item. However for MSEs . Average of annual turnover for last three years should not be less than Estimated value of offered item:

Financial year	Annual Turnover (Rs. in Lakh)	Annual Profit/loss (Rs. In Lakh)	Remarks

- (8) Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in Annexes/Formats (upload) on company letter head.
- (9) Affidavit no circumstances reduced the lowest price of identical solution to Govt. / Sami Govt. Organizations on company letter head.

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Place: -
Date:-

Stamp of the Company

Signature: _____

Name of Authorized Signatory: - _____

Complete Postal Address: _____

Phone No.: _____

Mb. No. :- _____

E-mail Address: - _____

SECTION – B

FORMAT FOR SUBMITTING FINANCIAL BID BY THE INSURANCE COMPANIES OR AGENCIES

(To be submitted Online letter head of Insurance Company or Agency under digital signatures of the authorized signatory)

Addl. General Manager (Welfare)
National Seeds Corporation Limited,
Beej Bhawan, Pusa Complex,
New Delhi – 110012.

Dear Sir,

**SUBJECT: E-TENDER FROM EXPERIENCED INSURANCE COMPANY OR AGENCY
FOR GROUP MEDICAL INSURANCE COVERAGE OF RETIRED EMPLOYEES OF
NATIONAL SEEDS CORPORATION LIMITED.**

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

Premium to be charged for coverage of insurance of Rs. One lakh per person, per annum (including pre-existing diseases)	Amount	GST	Total

The offer will be valid for 30 days from the last date of submission of this bid.

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

Signature of Authorized Signatory:

Name and Seal of the bidder:.....

Place :

Date :

SECTION – C

SUMMARY OF PROPOSAL

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

SECTION A – DETAILS OF TECHNICAL PROPOSAL ;

Name of the Insurance Company or Agency :

Sl. No.	Section of Technical Bid	Details of Insurance Company or Agency
1	IRDA License	Annexure – A
2	Details of establishment and Experience	Annexure – B
3	Location details of Health care Centers	Annexure – C
4	Details of satisfactory performance report form their clients from Government / PSUs / Listed Companies / iAAA rating documents.	Annexure – D