



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Tender Document

REQUEST FOR PROPOSAL (RFP)

FOR

GROUP MEDICLAIM POLICY FOR EXISTING AND RETIRED OFFICERS AND EMPLOYEES DEPENDANTS OF PASCHIM BANGA GRAMIN BANK

**AS DETAILED IN JOINT NOTE AND BIPARTITE SETTLEMENT TO THE EXTENT
MODIFIED OR AMENDED PRESENTLY APPLICABLE TO PSBs AND RRBS.**

Tenderers may download the RFP document from the Bank's official website www.pbgbank.com.

RFP REF NO: PBGB/HO/PAD/GMP/570/2023-24, Date: 22/02/2024

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

Disclaimer

This Request For Proposal is not an offer by the Paschim Banga Gramin Bank, but an invitation to receive response from eligible interested bidders for Group Mediclaim Policy for existing and retired Officers and Employees of the Bank. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract (SLA, Non-Disclosure Agreement, Bank Guarantee) is signed and executed with the Bidders. This Document should be read in its entirety.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretations of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

PBG Bank its Executives and advisors makes no representations or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

The proposed evaluation schedule is tabulated below. However, the Bank, at its discretion can change the schedule without assigning any specific reasons for the same.

EVENT DESCRIPTION	PARTICULARS
Tender Reference	Tender No. 570/2023-24 Dated 22/02/2024
Tender Cost	The bidder shall furnish tender cost (non-refundable) of Rs. 5000/- by way of NEFT/RTGS/(Account No.- 10011082030033, Name of Account- "TENDER FEE", IFSC Code- UCBAORRBPG(Fifth Digit is ZERO))Demand Draft drawn on any schedule bank in favour of Paschim Banga Gramin Bank, payable at Howrah. The Tender Cost to be submitted in a separate Envelope Super scribed as TENDER COST OF RRF NO. 570/2024 Dated 22.02.2024
Medical Insurance Details	IBA GROUP MEDICAL POLICY- As per the Joint Note and Bipartite Settlement dated 25.05.2015 and subsequent amendments if any.
Date of issue of RFP	22.02.2024
Last Date for raising query	All queries pertaining to the said RFP must reach us in email Id- ho.ins@pbgb.co.in ; ho.gm2@pbgb.co.in on or before 28.02.2024 till 5 PM
Date For Pre-Bid Meeting	29.02.2024 at 3 PM
Last Date & Time for Submission of Tender:	Bids can be submitted on or Before 21.03.2024 till 5 PM.
Date, Time and venue of Opening Technical Bid.	On 21.03.2024 at 05.30 PM at Paschim Banga Gramin Bank, Board Room, Head Office, Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101
Selection of Financial Bid	The Bids of Eligible vendors who have qualified in the technical Evaluation will be notified through Email and also uploaded in the portal.
Validity of Tenders	6 months from the date of opening
Address of communication	General Manager Paschim Banga Gramin Bank, Personnel Administration Department,(PAD) Head Office, Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101
Process of submission of tender document.	This Tender can be downloaded from the website of the Bank under auction and tenders. All Bids to be submitted in the Tender drop box for Medical Health Insurance Policies/ Tenders. • No Bid or part of Bid shall be submitted vide Email or



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

	<p>in any other electronic form</p> <ul style="list-style-type: none">• Bids received later than the prescribed date and time i.e by 21st March, 2024 beyond 5 PM will not be considered for further evaluation.• If the last day of submission of Bid is declared as a holiday by any circumstances beyond the control of Paschim Banga Gramin Bank, the next working day will be deemed to be the last day for submission of the Bid.• Bidders who qualified in the Eligibility criteria will be selected for further technical evaluation. Bidders who do not qualify eligibility will be rejected.• Further, in case PBG Bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the Bid will be opened on the next working day subject to availability of all the Technical Committee Members; unless otherwise such change may be notified to all bidders in the portal of the Bank.
--	--

Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers. The Courts of West Bengal shall have exclusive jurisdiction in the matters of dispute raised or to be raised out of this tender.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract. The tenderer is advised to acquaint himself/herself/themselves with all local conditions, nature of work and all matters pertaining thereto.

All the information relating to corrigendum if any, selection of bidders to participate in Price Bid, name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted.

Tenderers fulfilling the specified requirements may submit their Bids only in the Tender Drop Box latest by 21.03.2024 up to 5.00 PM.

For Paschim Banga Gramin Bank


General Manager

A.K.MURMU
General Manager
PA & HR Department,
Paschim Banga Gramin Bank
Howrah

Date of Tender : 22.02.2024

Place:-Howrah



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

SR. NO.	CONTENTS	PAGE NO.
	<u>Introductions & Instructions</u>	6-8
	<ul style="list-style-type: none"> • Our Profile • Purpose • Selection Process <ul style="list-style-type: none"> ▪ Technical Bid ▪ Commercial/Financial Bid • Applicability of TDS 	6 6 7 7 7 8
1.	Proposal Instructions	8
2.	Corrupt and Fraudulent Practices	9
3.	Qualification to the Bid	10
4.	General Considerations	10
5.	Definitions	10
6.	Cost of Operation of Proposal	11
7.	Documents comprising the Proposal	11
8.	Only one Proposal	11
9.	Proposal validity	11
10.	Preparation of Proposals- Specific Considerations	12
11.	Technical Proposal- Format and Content	12
12.	Financial Proposal- Format & Content	12
13.	Signature on each page	13
14.	Amendment of Tender Document	13
15.	Confidentiality	13
16.	Tender Cost	15
17.	Withdrawal of Bid	15
18.	Opening of Proposals	16
19.	Evaluation of Proposal	16
20.	Product Demonstration	16
21.	Acceptance/Rejection of Tender	16
22.	Evaluation of Technical/Financial Proposals	17
23.	Award of Contract	18
24.	Period of Contract	18
25.	Performance Bank Guarantee	18
26.	Liquidated Damages	19
27.	Single Point of Contact (SPoC)	19
28.	Disqualification and Blacklisting	20
29.	Other conditions to be filled by the Bidders	20
30.	Duties and responsibility of successful Bidder	21
31.	Bidders' eligibility criteria	21
32.	Documents to be submitted in support of Bidder's Eligibility	22
33.	Submission of the Proposal	22
34.	Pre Bid meeting	23
35.	Indemnity	23
36.	Governing law and jurisdiction	25
37.	Compliance with applicable Laws of India	25
38.	Force Majeure	26



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

39.	Exit Option and Contract Re-negotiation	27
40.	Signing of Contract	27
41.	Termination of agreement	28
42.	Dispute Resolution Mechanism	29
43.	Jurisdiction of Courts Pending- Arbitration & Conciliation	31
44.	Limitation of Liability	31
45.	Notices	31
46.	Reverse Transitioning	32
47.	Salient features of proposed Group Medclaim Policy	32
	A. Group Medclaim Policy for In-service Employees	32
	B. Group Medclaim Policy without Domiciliary Cover	35
48.	Policy Exclusion	38
49.	Proposal Requirements	40
50.	Claim Settlement process	40
51.	Evaluation criteria for Technical Bids	41
52.	Cases lodged, claims settled and amount involved therein pending with insurance ombudsman and consumer forums.	44
53.	Bid submission	44
54.	Plan Design and Related documents	45
55.	FAQs	118
Annexures		48-117
Annexure A-	For prevailing Vendor/Fresh Bidder	48
Annexure B-	Undertaking for terms of engagement on Company's Letterhead	49
Annexure C-	Financial/Commercial Bid format	50
Annexure D-	Undertaking from Insurance Company	51
Annexure E-	Company Information	52
Annexure F-	Grievance ratio and redressal	53
Annexure G-	List of Regional Rural Banks presently availing services	54
Annexure H-	Declaration from Insurer	55
Annexure I-	Voluntary Disclosures	56
Annexure J-	Certificate by the Chartered Accountant	57
Annexure K-	Declaration with respect to claim settlement ratio	58
Annexure L-	Non-disclosure agreement	60
Annexure M-	Performance Bank Guarantee	62
Annexure N-	Service Level Agreement	64
Annexure O-	Pre-Contract Integrity Pact	97
Annexure P-	Annexure of IBA Guidelines	101



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

INTRODUCTIONS & INSTRUCTIONS

This is a procurement event of HR Department of Paschim Banga Gramin Bank, Howrah. You are requested to read and understand the RFP and subsequent Corrigendum, if any, before submitting the Bid.

OUR PROFILE:-

Paschim Banga Gramin Bank is one of the leading Regional Rural Banks formed by amalgamation of three erstwhile Gramin Banks viz. Howrah Gramin Bank, Bardhaman Gramin Bank and Mayurakshi Gramin Bank as per Govt of India Notification No: 1/4/2006-RRB dated 26.02.2007. On amalgamation of erstwhile three Gramin Banks now termed/treated as transferor Banks, newly established Paschim Banga Gramin Bank, a Sponsored RRB has five districts viz. Howrah, Hooghly, East & West Burdwan and Birbhum as its area of operation, with 230 Branches and five administrative offices.

PURPOSE:-

This request For Proposal is invited from Health Insurance Companies (Licensed and registered with IRDA) dealing with health Insurance for implementation of Mediclaim scheme for:-

- I. Servicing Officers and Employees and their Dependants
- II. Retired Officers & Employees & their Spouse or Widow/Widower of the Retired Officer/Employee (With and Without Domiciliary)

PBG Bank shall solicit proposals through a two stage bidding process (comprising of Technical Bids and Commercial Bids) from IRDA licensed Health Insurance Companies operating in India for the Group Mediclaim Policy for its In Service and retired employees of Paschim Banga Gramin Bank are invited to submit their proposals in accordance with RFP terms.

The Insurance Companies which are agree with the Scheme and its Clauses, only need to participate in the bidding and any disagreement in this regard may invite disqualification/ rejection of bid at technical level. Hence all the Companies are requested to go through the Scheme carefully and submit their bids in given specific formats.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Complete Confidentiality should be maintained. Information provided here should be used to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.

At any time prior to the deadline for submission of technical bid, Bank reserves the right to the RFP without assigning any reasons. As such Bidders are requested to see the website once again before the due date of bid submission to ensure that they have not missed any corrigendum uploaded. PBGB Bank reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons. No correspondence shall be entertained in this regard.

SELECTION PROCESS:-

The selection of Insurer/insurers would happen through a two step process.

TECHNICAL BID:-

All technical bids would be checked for eligibility as per eligibility criteria mentioned in the RFP. Bids not meeting the eligibility criteria would be disqualified.

The technical Bids will be evaluated by the technical Committee of PBGB Bank. Financial Bids of only the technically acceptable offers shall be considered.

The Committee of the Bank will decide the cut off marks in the technical evaluation, who will qualify for the Financial bid. Those Bidders who score less than the cut off marks as determined by the Committee will not qualify for the Financial Bid. The technical Bid parameters are given under Evaluation Criteria (However, PBGB Bank at its discretion may relax these criteria to ensure enough bidders to participate in the Financial Bid).

The documents/information submitted by the bidder(s) will be scrutinized. In case of any of the information furnished by the Bidder is found to be false during scrutiny, the bid shall be liable to be rejected.

COMERCIAL/FINANCIAL BID:-

Financial Bid of the technically responsive bidders shall be opened at a later stage. There would be two separate Financial bidding process for two groups Mediclaim Policies:-

A- FOR SERVING OFFICERS & EMPLOYEES

B-FOR RETIRED OFFICERS & EMPLOYEES

Tenders will be opened on the specified date and time as given in the Schedule.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

It is compulsory for bidders to bid for all two policies, negotiations with L1 bidder of the In-Service Staff Policy may be done to match the lowest bid of the Retired Staff Policy. Final decision will be taken by the Bank.

Notwithstanding anything contained in this document, PBGB Bank reserves the right to accept or reject any Bid or annul the Bidding process and reject all Bids at any time without assigning any reason thereof. No correspondence shall be entertained in this regard.

Indicative number of Officers and Employees (Both Serving and retired) in each of the two policies is given. This number of Staffs would also be utilised by the Bank to evaluate the lowest cost. However, Bank does not guarantee the participation of Retired Employees which is totally voluntary and self contributory.

The payment of insurance premium will be made after all statutory compliances of GST Act and IT Act including deduction u/s 194(O) of the IT Act, 1961.

APPLICABILITY OF TDS U/S 194(O):-

The TDS as per applicable rates under this selection will be deducted by the Bank and will be remitted for further filing of same on the PAN records of successful bidder.

Anytime during the process the Bank may at its discretion, ask the bidders for clarifications on their proposals. The bidders are required to respond within the time frame prescribed by the Bank.

The technical bid alongwith information/documents indicated in the Annexures, are to be signed by the authorised signatory with seal of the Company. All pages are required to be signed by the Authorised Signatory with the bidder's seal.

1. PROPOSAL INSTRUCTIONS:

(i) Proposal Requirement -

It may be noted that for the purpose of appointment of Group Medical Insurance, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts, i.e., the Technical Bid and the Financial/Commercial Bid.

The Technical Bid' will contain the exhaustive and comprehensive technical details as enlisted in the RFP. The Technical Bid shall NOT contain any pricing or Financial information at all. If the Technical Bid contains any price related



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

information, then that Technical Bid would be disqualified and would NOT be processed further.

Bidder's are requested to submit the proposal complying following four sections:-

Section- A Executive Summary/ Introduction to your organization and documents for eligibility given under this RFP.

Section- B Proposal Compliance letter- A letter signed by an authorized officer of your organization signifying your proposal's complete compliance with the RFP specifications mentioned in the Tender Document/ Corrigendum

Section- C Response to Technical Bid to this RFP with supporting documents.

Section- D Acceptance of Service Level Agreement & MIS formats.

(ii) Process to be Adopted for Evaluation of the Technical Bids

In the first stage, only the 'Technical Bids' will be opened in respect of those bidders who fulfill the details indicated in the eligibility criteria as enlisted in point no. 38

2. CORRUPT AND FRAUDULENT PRACTICES:

Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in the RFP, the Bank shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in Selection Process.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.



d) "Undesirable Practice" means establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process.

e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. QUALIFICATION TO THE BID:

The bids may be submitted as per the technical criteria indicated in the RFP.

4. GENERAL CONSIDERATIONS:

In preparing the Proposal, the insurer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the proposal.

5. DEFINITIONS:

In this bid, following words and expressions shall, unless repugnant to context or meaning thereof, have meaning hereinafter respectively assigned to them.

i. "Bank" means Paschim Banga Gramin Bank or PBG Bank

ii. "Bidder" means an Insurance company incorporated under Companies Act, 1956 and licensed by IRDA.

iii. "RFP" means Request for Proposal by Bank for Group Health Insurance for Officers / Employees and Retired Employees and their family members.

iv. "Insured" means PBG Bank.

v. "Insurer" means Insurance Company.

vi. "Applicable Laws" means all laws, promulgated or brought into force and effect by GOI, regulations and rules made there under, and Judgments, decrees, injunctions, , writs and orders of any Court of records, as record, as may be in force and effect during the subsistence of this Agreement.

(viii) Insurer in response to the Request for Proposal in accordance with the provisions there of.

ix. "Competent Authority" means committee members elected by PBG Bank.

ix. "Contract Period/Effective Date" means the period starting tentatively from 01.04.2024 to 31.03.2025 for serving and 01.06.2024 to 31.05.2025 for retirees



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

x. "LOA or Letter of Award" means written confirmation of an award of an Insurance Contract by Bank to a successful bidder, stating the amount of award, award date, and when the insurance Contract will be signed. Such LOA will be issued only after successful deposit of performance Bank Guarantee.

xi. "Successful Bidder" means Insurance Company that has been shortlisted after qualifying for bid (technical and Commercial/Financial) to issue the policy. Unless excluded by or repugnant to the context.

6. COST OF OPERATION OF PROPOSAL:

The Insurer shall bear all costs associated with preparation and submission of its Proposal and Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process. Bank is not bound to accept any proposal, and reserves the right to annul the Selection Process at any time prior to award of Contract, without thereby incurring any liability to the Insurer.

7. DOCUMENTS COMPRISING THE PROPOSAL:

The Proposal shall comprise the documents and forms listed in the RFP.

8. ONLY ONE PROPOSAL:

The Insurer shall submit only one Proposal from a single designated office.

9. PROPOSAL VALIDITY:

9.1 The Insurer's Proposal must remain valid for at least 180 days for In-Service Policy & for Retiree Policy after the Proposal Submission Deadline. A Bid valid for a shorter period shall be rejected by the tendering Authority as non-responsive bid.

9.2 During the Period discussed above, Insurer shall maintain its original Proposal without any change.

9.3 Bank will make its best effort to complete the processing within the proposal's validity period. However, under exceptional circumstances, prior to expiration of bid validity period, the tendering authority may request bidders to extend period of validity of their bids.

9.4 A Bidder granting request shall not be required or permitted to modify its bid. The request and responses shall be made in writing.

9.5 Except as the Bank may otherwise agree, no changes shall be made in team members /personnel. If, for any reason beyond control of Insurer, such as resignation, retirement, medical incapacity, death, etc. it becomes necessary to



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

replace any of team member, the Insurer shall provide as a replacement a person of equivalent or better qualifications.

9.6 If the Bank finds that any of the team members / personnel of the Insurer have committed serious misconduct or have been charged with having committed a criminal action or have reasonably caused to be dissatisfied with the performance of any of the team member/ personnel, then the Insurer shall, at the Bank's written request specifying the grounds thereof, provide as a replacement a person with qualification and experience acceptable to the Bank.

9.7 Sub-contracting or Joint Venture will not be permitted.

10. PREPARATION OF PROPOSALS - SPECIFIC CONSIDERATIONS:

The Insurer shall prepare its Proposal as per the provisions of this RFP.

11. TECHNICAL PROPOSAL - FORMAT AND CONTENT:

11.1 It is must to meet all the technical criteria mentioned in the RFP

11.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

11.3 The Insurer is required to submit a Technical Proposal as indicated in the RFP.

11.4 The Insurer shall be responsible for meeting all tax liabilities arising out of the contract.

11.5 If there be any increase in the taxes (direct / Indirect / local), levies, fees, etc. whatsoever, and other charges during tenure of the contract, financial burden of same shall be borne by the Bank. Further, the insurance company will not charge any extra charges/fees and the bank will not borne any extra charges other than taxes/charges imposed by Government.

12. FINANCIAL PROPOSAL - FORMAT & CONTENT:

Financial bid shall contain only the premium that the Insurance Company shall charge and taxes as applicable as per the coverages given in the RFP. It is compulsory for bidders to bid for all two policies. Negotiation with L1 Bidder of the In-Service Employee/Officer Policy may be done to match the lowest bid of the Retired Employee Policy. Final decision shall be taken by the Bank.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation.

13. SIGNATURE ON EACH PAGE:

The competent authority of the bidder must sign and put official seal on each page of the tender document which also comprises of the Annexure A to P and the bid. If any page is unsigned, it may lead to rejection of the bid.

14. AMENDMENT OF TENDER DOCUMENT:

(i) At any time after the issue of tender document and before opening of the tender, the tender inviting authority may make any changes, modifications or amendments to the tender document and changes will be available at bank's website www.pbgbank.com in case any Bidder seeks clarification to the tender documents, the same shall submit their queries latest by 15.03.2024 up to 05.00 PM on issues thus received by the bank will be discussed in Pre Bid Meet only. No issues and queries in respect to tender document will be entertained by the bank after Pre-Bid Meet. No separate invitation for pre-bid meet will be sent to any bidder

(ii) The amendments will be notified through corrigendum. Such amendments will form part of the tender document. Bidders are advised to constantly watch for any corrigendum at the above-mentioned Bank's website.

(iii) The Tender Inviting Authority reserves the right to extend dead line for submission of tender for any reason, and the same shall be notified through corrigendum posted on bank's website www.pbgbank.com

15. CONFIDENTIALITY:

a. The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

b. From the time the Proposals are opened to the time the Contract is awarded, the Insurer should not contact Bank on any matter related to its Technical and / or Financial Proposal. Information related to the evaluation of Proposals and award recommendations shall not be disclosed to the Insurer who submitted the Proposals or to any other party not officially concerned with the process until publication of the contract award is informed.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

c. Any attempt by the Insurer or anyone on behalf of the Insurer to influence the Bank improperly in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

d. The Parties agree to maintain confidentiality and secrecy of all information received by them and / or their personnel, employees, staff, agents, representatives, tangible or intangible, either directly or in the course of dealing with each other and or its employees and / or its clients. The parties further undertake to utilize such information only for the normal course of the business purposes of this agreement /RFP and not for any other purpose, or which may prove detrimental to the interest of parties and / or its employees and / or its clients. The restriction contained in this clause shall not be applicable to any information required to be provided pursuant to any statutory or regulatory obligation.

e. The Bidder/Vendor must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder/Vendor has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The Bidder/Vendor acknowledges and agrees that all tangible and intangible information obtained, disclosed including all documents, claim settlement data, claim dump file, details of bank staff/retirees information, and other information under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.
- The selected Bidder/Vendor shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

and the selected Bidder/Vendor will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

- Conflict of interest: The Bidder/Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder/Vendor (or its team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The Bidder/Vendor is required to execute a Non-Disclosure Agreement to the bank as per bank's format (Annexure -L) before or at the time of execution of the Service Level Agreement.

f. Notwithstanding the above provisions, from the time of the opening of the Proposals to the time of award of the contract, if an Insurer wishes to contact Bank on any matter related to the Selection Process, it should do so only in writing. The above-mentioned queries shall be written to:

General Manager, (PAD)
Paschim Banga Gramin Bank (Head Office)
Natabar Pal Road, Tikiapara More, Chatterjee Para, Howrah-711101
Email Id- ho.gm2@pbgb.co.in

In case of any difficulty, in bid submission you may contact any of the below mentioned officers of the Paschim Banga Gramin Bank:

1. Smt. Ali Ganguli (Mukhopadhyay) (Senior Manager-PAD)- 8583883752
2. Sri. Shirsendu Sahu- (Asst. Manager)- 8240282490

The provisions of this clause shall survive completion or termination (for whatever reason) of the Tender Process or the contract.

16. TENDER COST:

Tender Cost for Rs. 5000/- (**non refundable**) to be deposited as Bank draft or through NEFT in favour of "TENDER FEE" account of PBG Bank, or by way of NEFT/RTGS/(Account No.- 10011082030033, Name of Account- "TENDER FEE", IFSC Code- UCBA0RRBPBG(Fifth Digit is ZERO)).

17. WITHDRAWAL OF BID:

In case of withdrawal of Bid, the bidder shall not be allowed to participate in any future bid and the tender cost shall be forfeited.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

18. OPENING OF PROPOSALS:

The Bid Evaluation committee of the bank shall conduct the opening of the technical Proposals.

19. EVALUATION OF PROPOSAL:

The insurer is not allowed to modify or alter its Proposal in any way after the proposal submission deadline. The Bid Evaluation Committee of the Bank shall conduct the evaluation on the basis of the submitted technical Bid. However, the Bank may seek clarification on the information submitted by the Bidder, if required.

20. PRODUCT DEMONSTRATION

The Vendors participating in the tendering process shall be able to demonstrate their product either themselves or through their respective TPAs during the evaluation of technical bid.

The factors which shall be taken into account for ascertaining the competency of the product for domiciliary expenses as well as hospitalization expenses are as under:-

- a. Lodging of Claims through online mode, and or through android based application and apple based application.
- b. Uploading of Documents
- c. Automated Claim Id generation along with KYC
- d. master access key for the administrator(bank) to view and access the claims lodged in the portal of the vendor or that of their respective TPAs and timely resolution of the same.
- e. all correspondences with the insured staff members should be strictly monitored and is accessible to the Bank for mentoring and reviewing purposes. The master access key, assigned to the Bank, shall be able to modify and or delete any claim submitted in the portal of the Vendor or that of their respective TPAs.

21. ACCEPTANCE / REJECTION OF TENDER:

- I. Bank does not bind itself to accept the tender.
- II. Bank also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. No correspondence shall be entertained in this regard.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

III. Bank also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidders), the opinion/decision of Bank regarding the same shall be final and conclusive.

IV. Bank may at its sole discretion for reasons to be recorded in writing may reject L1 vendor and accept the L2 Vendor.

V. In the event if the Vendor fails to comply with any of the stipulations mandatory to this RFP within 3(Three) days from the date of communication of successful bidder, the bid submitted by the vendor shall be rejected.

22. EVALUATION OF TECHNICAL / FINANCIAL PROPOSALS:

a) Evaluation Committee will evaluate the Technical Bid by applying the evaluation criteria in the RFP

b) A Bid shall be rejected at the stage if it does not meet each and every technical criterion. The bidder whose technical bid is found suitable as per RFP and who quotes the lowest premium in the Financial bid for proposed Group Medclaim policy shall be declared as Successful bidder,

c) Bank also reserves the right to further negotiate the price with the L1 Bidder. Further, they also reserve the right to have more than one insurer as co- insurer provided the other bidders agree to participate in the risk at the price quoted by L1 Bidder.

d) In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation.

e) If, at and or during the tendering process and or anytime thereafter, it comes to the knowledge of the Bank that the L1 Vendor has adopted any unfair means or has fraudulently suppressed material fact and or has willfully submitted doctored facts and figures apart from those submitted with regulatory authorities, such L1 vendor's bid shall be rejected and in this regard the decision of the Bank shall be final and binding upon the parties.

f) In the technical bid, Bank reserves the right to determine the cut off marks/percentile/percentage in the various parameters so as to ensure only genuine vendor(s) are allotted the work order and in this regard the decision of the Bank shall be final and binding.

g) In the event the Vendor and or their respective TPA fails to demonstrate the product capability to the satisfaction of the Bank, the bidder shall be considered deemed disqualified for participating in the tender.



NOTE:- In the event the L1 Bidder is rejected by the Bank, all negotiations shall be with L2 vendor only.

: - In the event only 1(one) bidder participates the Bank shall go for retendering.

: - In the event more than one bidder participates and save and except one bidder all bidders gets terminated in the technical evaluation process, Bank shall proceed with the tendering process.

23. AWARD OF CONTRACT:

Prior to the expiration of bid validity or any such extended validity period, Bank will notify the successful bidder in writing that his offer has been accepted. However the work order will not be issued to the successful bidder unless such Bidder deposits 10% of the total premium amount each for serving and retiree (for both the serving and retirees) as performance bank guarantee in favour of the Bank within 3 days from the communication in writing about the successful bid.

The letter of acceptance shall be a part of agreement/contract.

24. PERIOD OF CONTRACT:

The Bidder/Vendor needs to execute a Service Level Agreement (SLA) with Paschim Banga Gramin Bank covering all terms and conditions of this RFP. Though the policy would be issued for one year, the tenure of the contract with the Insurance Company would be for one policy year. This may be further renewed up to a maximum of one year thereafter, subject to satisfactory performance of the Bidder/Vendor and mutually agreed premium and same or revamped terms and conditions at that time. The renewal on yearly basis will further be subject to continuation of IRDA Licenses with other statutory compliance and satisfactory review of performance of the Bidder/Vendor.

25. PERFORMANCE BANK GUARANTEE:

The Bidder/Vendor, within 3 days from the communication in writing about the successful bid, will have to furnish a Performance Bank Guarantee, format as per **Annexure – M**, issued by any scheduled commercial bank (other than PBG Bank) equivalent to 10% of the total premium amount (for both the serving and retirees).

The Performance Bank Guarantee shall act as a security deposit for fulfillment of the policy as per the terms and conditions herein. In the event of any suppression of material fact and/or violation of terms and conditions of the RFP/SLA, the Bank reserves the right to forfeit the same.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Bidder/Vendor is not able to fulfill any and all conditions specified in the document or is unable to continue the policy as per the period of contract agreed herein.

26. LIQUIDATED DAMAGES:

Notwithstanding Bank's right to cancel /terminate the contract, Bank shall be entitled to recover from the Bidder/Vendor liquidated damages @ 1% (one percent) of the total premium amount (for both the serving and retirees) and/or the actual quantifiable loss/damage suffered by the Bank, whichever is higher. The liquidated damages may be assessed in the event the Bidder/Vendor fails to meet the performance standards, terms and conditions specified within the contract, and/or the contract gets terminated due to the act and omission of the Bidder/Vendor as per the terms and conditions contained herein.

The assessed Liquidated Damages may be recovered by any mode such as adjusting from any payments (if any) to be made to the Bidder/Vendor or from the performance Bank Guarantee.

Bank while imposing the liquidated damages shall take into consideration, the duration, severity, recurrence of the violations and good-faith exercised by the Bidder/Vendor in attempting to stay in compliance of terms and conditions of the contract and shall also offer a reasonable opportunity of hearing to the Bidder/Vendor before fixing any damages. The decision of the Bank shall be final and binding.

27. SINGLE POINT OF CONTACT (SPoC):

The bidder shall appoint one duly authorised official as the Single Point of Contact (SPOC) for the entire process of the bidding and after signing/execution of contract, for all claim related queries. There should be a board resolution or delegation as per board resolution to establish that the SPoC is an authorised signatory. The insurer shall ensure that a dedicated representative is deputed at the principal place of business of the insured for monitoring claim of the insured staff members at the sole cost and expenses of the insurer. The person so deputed by the insurer, shall not be eligible to claim any wages or salary or any perquisites during his period of deputation. There shall not be any employer- employee relationship between the insurer and insured. No employee of the insurer shall claim any appointment or regularization in the establishment of the insured.



28. DISQUALIFICATION & BLACKLISTING:

The Bidder/Vendor is liable to be disqualified if :

- Bid is not submitted in accordance with this RFP
- During the bid process if the bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder has been banned /debarred black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority or its Agencies or has been disqualified in participating in the Government schemes/ Tenders as per IRDAI guidelines as on date of the publication of this Tender/Procurement.
- If, at and or during the tendering process and or anytime thereafter, it comes to the knowledge of the Bank that the L1 Vendor has adopted any unfair means or has fraudulently suppressed material fact and or has willfully submitted doctored facts and figures apart from those submitted with regulatory authorities.
- In the event the Claim Settlement Ratio of the Insurance vendor is less than 85% the Vendor shall be disqualified in the technical evaluation and shall be declared disqualified.

Subject to the above conditions, disqualification can be imposed by the Bank at any stage of the Bidding, or even at the stage of implementation or acceptance of the contract.

BLACKLISTING:- During the tendering process or at any time thereafter, if Bank receives any Complain and or suo moto Bank is of reasonable apprehension, regarding any suppression of material fact and or figures, which if disclosed to the Bank at the time of tendering, would have rendered the Vendor disqualified, then such Insurance Company, after giving a reasonable opportunity of being heard, shall be disqualified and blacklisted from participating in the future tendering process of the Bank for 5 (five) years or such further period and the performance bank guarantee so deposited shall be forfeited and the entire premium amount so deposited shall have to be refunded on pro rata basis.

29. OTHER CONDITIONS TO BE FILLED BY THE BIDDERS:

- a. The bidders are also essentially required to fulfil the following conditions/ submit relevant documents/annexures along with their offers:
- b. Detail of works under execution along with copies of relevant documents.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- c. Should enclose the Power of Attorney given under Board Resolution in favor of person who has signed the tender documents.
- d. In the absence of supporting documents, the offers shall be rejected.

30. DUTIES AND RESPONSIBILITY OF SUCCESSFUL BIDDER:

- Signing of agreement between Bank and the successful bidder in the specified format of Bank within 5 days from the issue of LOA.

31. BIDDERS' ELIGIBILITY CRITERIA:

The Bidders have to satisfy following Pre-qualification criteria to apply for TECHNICAL EVALUATION. Respondents satisfying following criteria only are eligible to submit Technical and Financial Bid, This invitation to respond to RFP is open only to reputed Standalone Health Insurance Companies that are incorporated or registered under Indian Companies Act, 1956.

- Bidder must be registered /Issued License by Insurance Regulatory and Development Authority of India (IRDAI) to operate in the Indian insurance market.
- The Bidder should have been in existence in India for a period of more than 5 years as of 31.01.2024 and their license should not have been suspended or cancelled during this period.
- The solvency ratio of the Company should be more than 1.50 in FY2022-23. Auditor's certificate to be submitted.
- The Bidder should have a minimum Settlement Ratio of Health Insurance claims of at least 85% for F.Y.2022-23 as on 31.03.2023. Declaration to be Attached.
- The Bidder should have Claims settlement of at least 85% as on 31.03.2023 within a TAT of 3 months of lodgment. Declaration to be Attached.
- The Bidder should have an exclusive team under Health Insurance Department. Insurers having Coinsurance for the purpose of risk sharing shall not qualify under the scheme.
- Grievance Ratio & Grievance Redressal Ratio in accordance to the Assessment Criteria.
- Bidder should submit declaration confirming that policy quoted is in accordance with their filed product with IRDA as per regulations.
- The Bidder should have an office in Howrah/Kolkata- West Bengal for co-ordination and dedicated manpower with strength for servicing Bank.
- Experience of Group Mediclaim Policy of Regional Rural Bank /Commercial Bank was being serviced by the Insurance Company.
- Declaration that bid submitted is as single entity and not as part of any consortium.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

l) Bidder should disclose the number of claims settled and number of claims pending and amount involved through Insurance Ombudsman and Consumer Forums for the financial year 2020-21;2021-22 and 2022-23.

m) Bidder or through their TPA shall be able to demonstrate their product for the purpose of raising claims, processing of claims and generation of claim ids.

If any Bidder fails to fulfill any one of the eligibility criteria will be disqualified for further process.

32. DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BIDDER'S ELIGIBILITY:

The Bidder shall submit the documents mentioned in RFP duly certified by their Auditors in support of fulfilling the eligibility criteria as per Annexures mentioned.

33. SUBMISSION OF THE PROPOSAL:

i. Technical and financial Bids needs to be submitted before stipulated date and time.

ii. At any time prior to deadline for submission of proposal, Bank may for any reason, modify RFA and such amendments shall be binding on them.

iii. The Bank reserves the right to accept any or reject any or all the proposals in whole or part without assigning any reason.

iv. The Bank will select one (1) Insurance Company on the basis of the Premium Quoted for the Group Health Policy of both the In-Service & Retired Employees and the bidder quoting the lowest premium in In-Service employee policy shall be treated as LI. Negotiation with LI Bidder of the In-Service Employee Policy may be done to match the lowest bid of the Retired Employee Policy. The Selected Insurer shall be issued a LOA. Final decision of the Bank shall prevail.

v. In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of LI bidder will be based, considering the highest score in the technical evaluation.

vi. During pre-qualification and evaluation of Proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Bank.

vii. Respondents are not permitted to modify, substitute or withdraw Proposals after submission.

viii. The proposal may be submitted along with covering letter about proposal, with the Information /documents indicated in Annexure and the declaration signed by



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

authorized signatory with Seal of the Company. All pages are required to be signed, along with the tender document.

ix. No cost will be borne by Bank towards preparation and submission of the proposals.

34. PRE BID MEETING:

Pre-Bid Meeting will be conducted as per schedule, between the participating Insurance Companies and Bank wherein all the intending bidders will be invited to discuss their queries regarding the RFP. Bank would be represented by a team of officials appointed by the competent authority .

All queries will be addressed during the meeting and no subsequent query, post the pre bid meeting will be entertained.

35. INDEMNITY:

Bidder/Vendor shall agree to indemnify and hereby keep the Bank indemnified against all questions, claims, losses, damages, cost expenses which Bank may suffer or incur on account of any acts of omission or commission, negligence, fraud, default or misconduct, material breach of duties obligations, breach of representations and warranties, breach of confidentiality, on the part of Bidder/Vendor or on the part of its employees ,agents, constituents for their respective duties or obligations in terms of this Arrangement. Apart from the above Bank reserves the right to invoke the Bank Guarantee after 90 days to indemnify itself for the commission and omission of the Insurer.

It is clarified that the Bidder/Vendor shall in no event enter into a settlement, compromise or make any statement that may be detrimental to the Bank (and/or its customers, users and service providers, staff, retirees) rights, interest and reputation. Bidder/Vendor shall be responsible for delay in registration of claim, nonpayment of the claim or delay in payment of claim and/or any negligence, mistake during the whole process of settlement of claim and Bidder/Vendor should take full responsibility for its and its employee's act or omission in this regard. The Bidder/Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder/Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Bidder/Vendor, its employees, and agents



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further, Bank shall not be held liable for any responsibility or claim / litigation initiated by third party agency employed by the Bidder/Vendor as part of service under this Contract.

Under no circumstances bank shall be liable to the Bidder/Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.

Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Bidder/Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract, shall be at actual as per the terms and conditions of this Contract and Bidder/Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder/Vendor, its employees and Sub-contractors, third party agency or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its insured staff/retirees and/or regulatory authorities. The Bidder/Vendor shall not indemnify the Bank for

I. Any loss of profits, revenue, contracts, or anticipated savings or

II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by the insured staff/retirees and/or Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in loss, damage, costs, fines, awards against the interest of the Bank, injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors representatives, insured staff/retirees) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work.

36. GOVERNING LAW AND JURISDICTION:

This RFP shall be governed and interpreted by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the nearest Court of the Bank within West Bengal.

37. COMPLIANCE WITH APPLICABLE LAWS OF INDIA:

The Bidder/Vendor confirms and further undertakes to observe, adhere to, abide by, comply with all applicable laws in force or as are or as made applicable in future including , The Companies Act, The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract. Further, the Bidder/Vendor shall keep all consents, permissions, approvals, licenses, etc., as required by the applicable laws of India, valid and in force during the term of the contract, and in the event of any failure or omission to do so shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder/Vendor.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

The Bidder/Vendor shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, Bank is informed or information comes to its attention that the selected Bidder/Vendor is or may be in violation of applicable laws in force or as are or as made applicable in future including , The Companies Act, The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines, then the Bank reserves the right to terminate this Agreement without being required to assign any reason to the vendor.

All the employees/TPAs deployed by the Bidder/Vendor for ensuring seamless and flawless claim document collection, submission, settlement etc. must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard, and other labour laws etc.

The indemnification (as above) is only a remedy for the Bank. The Bidder/Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank as well as the claims raised by the insured persons (staff/retirees) and/or regulatory authorities.

The Bidder/Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws in force in India including The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/ staff/ personnel/ representatives/ agents/ TPAs from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

38. FORCE MAJURE:

Force Majeure is herein defined as any cause, which is beyond the control of the Bidder/Vendor or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder/Vendor or the Bank shall not be liable for delay in performing his / her/ its obligations resulting from any Force Majeure cause as referred to and / or defined above.

39. EXIT OPTION AND CONTRACT RE-NEGOTIATION:

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the Bidder/Vendor to accept the contract /RFP/SLA and furnish the Performance Guarantee within 3 days from the communication in writing about the successful bid;
- ii. Delay in executing SLA;
- iii. Delay in claim settlement even after notice of such delay;
- iv. Serious discrepancy in the performance and services rendered during the contract period;

The Bank reserves the right to re-negotiate the premium amount, performance bank guarantee and terms and conditions of the entire contract with the Bidder/Vendor at more favourable terms in case such terms are offered in the industry at that time for policies of similar and comparable size, benefits and amount.

40. SIGNING OF CONTRACT:

The Bidder/Vendor shall be required to enter into a Service Level Agreement (SLA) with Bank, within 15 days from the award of Contract or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of award of Contract, and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the terms and conditions contained in a this RFP.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

The Bidder/Vendor will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

41. TERMINATION OF AGREEMENT:

This agreement shall be valid for a period of One year or unless terminated by the Bank. This agreement may be terminated by Bank after giving reasonable time of 30 days to the Insurer and if such Insurer fails to rectify and or make good the errors committed within the said period of 30 days, Bank shall be at liberty to cancel and blacklist the Insurer and report the same in accordance with law. Whereas the selected vendor shall not terminate the agreement for its convenience and without giving 30 days notice to the Bank. Further in an event termination is made as per mutual written consent; the same shall be effective from the date as may be mutually decided between the parties. Notwithstanding the contents of other clauses in this agreement, in the event of termination of agreement (on whatever ground) the Bidder/Vendor shall refund the premium amount proportionately.

It is agreed by the Bidder/Vendor that in the event of termination of agreement (on whatever ground), the Bidder/Vendor shall settle all pending medical/domiciliary/hospital claims pending before it on the date of such termination alongwith any other claim pending adjudication before any Court, Board, Tribunal etc. (subject to the award, decision, order, judgment of such Court, Board, Tribunal etc.)

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of obligations under the Contract is terminated and the date upon which such termination becomes effective.

Bank reserves the right to cancel the RFP or terminate the SLA in whole or in part and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- i. The Bidder/Vendor commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the Bidder/Vendor.
- ii. The Bidder/Vendor goes into liquidation, voluntarily or otherwise. In this event, termination will be without compensation to the Bidder/Vendor,



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

iii. The Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the Bidder/Vendor under performance of the RFP.

iv. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

v. The Bidder/Vendor fails to render its services as per the terms and conditions of this RFP/SLA.

vi. Deductions on account of liquidated damages exceed more than 10% of the total premium amount (for both the serving and retirees)

vii. Bank reserves the right to recover any dues, loss, claims etc payable by the Bidder/Vendor from the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

Each Bidder/Vendor must also give following declaration duly signed by an Authorized Signatory by virtue of Board Resolution:

a) We do hereby declare that there is no case with Police / Court / IRDA/ SEBI Regulatory authorities against proprietor / firm / partner /employee.

b) Also, I/ We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking/ IRDA/ SEBI/ Autonomous Body / Financial Institution /Court.

c) We certify that neither our company nor any of the / Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.

d) We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

e) Every Bidder shall put their seal and signatures in the Annexures A to P with duly filled up clauses at the time of participation in the Bidding process. The selected Bidder shall issue a Bank Guarantee of at least 10% of the total premium amount (for both the serving and retirees) as a token for performance of their duties under this Contract. Bank shall reserve the right to invoke the said Bank Guarantee if the selected vendor declines or refuses to settle the bills or rejects any claims without assigning any reason or fails to settle the claim within the maximum period of 30 days.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

42. DISPUTE RESOLUTION MECHANISM:

The Bidder/Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between General Manager of the Bank and the Authorised Official of the Bidder/Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration & conciliation within 20 days of the failure of negotiations. Arbitration & conciliation (as opted) shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iv. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the sole person it seeks to appoint as an sole arbitrator with a request to the other party to accept the appointment of such sole arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.
- v. The sole arbitrator shall hold his sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at West Bengal alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- vi. The Bidder/Vendor shall not be entitled to suspend its Service/s, pending resolution of any dispute between the Parties and shall continue to render



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

43. JURISDICTION OF COURT PENDING -ARBITRATION & CONCILIATION:-

The reference to arbitration shall not restrict the parties' right to equitable remedies such as injunction, temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm.

44. LIMITATION OF LIABILITY:

- i. For breach of any obligation mentioned in this document, Bidder/Vendor shall be liable for damages to the Bank arising under or in connection with this agreement for amount of the total damages.
- ii. Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss caused.
- iii. The liability of Bidder/Vendor shall be unlimited with respect to:
 - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the Gross Negligence or Willful Misconduct of Bidder/Vendor.
 - c. Damages occasioned by Bidder/Vendor for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

45. NOTICES:

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.



46. REVERSE TRANSITIONING:

The Bank and the Bidder/Vendor shall together prepare the Reverse Transition Plan with regard to the information, claim data, details, etc especially claim Dump File. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with or not.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder/Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's data, claim dump file etc.

47. SALIENT FEATURES OF PROPOSED GROUP MEDICLAIM POLICY:

A. GROUP MEDICLAIM POLICY FOR IN SERVICE EMPLOYEES

Coverage/Details

Policy Type:- Group Medical Insurance Policy for Employees of PBGB Bank and their families (Definition of family as per IBA guidelines)

Coverage Type- Family floater (As per IBA policy)

Sum Insured:- For Employees i.e Clerical Staff/Sub Staff- Rs. 3,00,000/-

For Officer Rs. 4,00,000/-

Critical Illness Rs. **1,00,000/-** Shall be paid to employees in the first detection/diagnosis of the illness. To be provided to the employee only subject to a sum insured of Rs. **1,00,000/-** . Cover starts on inception of the policy. In case an employee contracts a Critical Illness as listed below, the total sum insured of Rs.**1,00,000/-** is paid, as a benefit. This benefit is provided on first detection/diagnosis of the Critical Illness.

- **Cancer including Leukemia**
- **Stroke**
- **Paralysis**
- **By Pass Surgery**
- **Major Organ Transplant**
- **End Stage Liver Disease**
- **Heart Attack**
- **Kidney Failure**



• **Heart Valve Replacement Surgery**

Total Number of Staff- Officer- 525, Award staff including PTSW-467

Total-992

All new Employees to be covered from the date of joining as per their appointment letter. For additions/deletions during period, premium to be charged/refunded on prorata basis against the Cash Deposit account with Insurer adequately maintained by the Bank. Increase in sum insured allowed in case of promotion on charging pro-rata basis.

Geographical Limit- Treatment taken in India only

Continuity Benefit- Continuity benefits coverage to staffs on retirement till the end of the policy period provide there is no request for refund of the premium.

KEY POLICY TERMS AND CONDITIONS

NATURE	COVERAGE
Hospital Room Rent	Room and boarding expenses as provided by the Hospital/Nursing Home not exceeding INR 5000 per day or the actual amount whichever is less
ICU Rent	Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount
All other expenses	No limits for all expenses including Nursing Charges
Cost of Donor	Hospitalization Expenses (excluding cost of Organ) incurred on donor in respect of organ transplant to the insured
Ambulance Charges	Ambulance charges are payable up to Rs.2500/- per trip on production of the receipt. Taxi and Auto expenses in actual, maximum up to Rs.750/- per trip, on production of a receipt will be payable. (Claim upto Rs.300/- will be paid without receipt on declaration basis). Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/medical complication shall be payable in full.
Pre and Post Hospitalization Expenses	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively.
Alternative Treatment	Reimbursement of expenses for hospitalization and only domiciliary treatment under the recognized system of medicines, viz. Ayurveda, Unani, Sidha, Homeopathy, Naturopathy, if such treatment is taken in a clinic/hospital recognized by the central and state government.
Pre-existing Diseases	Pre-existing diseases / Ailments are covered from day one All diseases and ailments are covered under the policy without any waiting period
30 days waiting period on specific diseases	Waived off
Day Care Treatment	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively. Day Care Treatment : Expenses on Hospitalization for minimum period of a day are admissible. However this limit will not apply in case of stay in hospital of less than a day for those ailments listed in the Bipartite Settlement / Joint Note (Clause 3.3 of Appendix – I) provided:- a) If the surgery is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and; b) Which would have otherwise required hospitalization of more than a day.
Maternity Pre & Post Natal Expenses Missed Abortions, Miscarriages or	<ul style="list-style-type: none"> No age limit, Normal Delivery Rs. 50,000/- and Caesarean Section Rs. 75,000/- 9 months waiting period waived off. New born baby will be covered right from the first day of the birth Pre-natal & post natal charges up to 30 days and 60 days unless the same requires hospitalization



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

<p>abortions induced by accidents</p> <p>Complications in Maternity including operations for extra uterine pregnancy, ectopic pregnancy</p>	<ul style="list-style-type: none"> Missed Abortions , Miscarriage or abortions induced by accidents are covered under the limit of Maternity. Complications in Maternity including operations for extra uterine pregnancy / ectopic pregnancy would be covered upto the Sum Insured limit Expenses incurred for medical termination of pregnancy. Claim in respect of delivery to be given irrespective of the number of children
New Born Baby cover	<ul style="list-style-type: none"> New born baby is covered from day one. All routine pediatric expenses incurred during immediate post natal period on the new born baby will be covered within the maternity limit. However in case of complications, an additional sum of Rs 20,000/- will be allowed provided the maternity limit of Rs 50,000 has been exhausted. Baby to be taken as an additional member within the normal family floater. Medical expenses incurred for listed domiciliary ailments on out Patient basis are covered under the policy and shall be reimbursed to the extent of 100%. The cost of Medicines, Investigations and consultations, etc. in respect of listed domiciliary treatment shall be reimbursed for the period stated by the specialist and/or the attending doctor and/or the bank's medical officer in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Domiciliary Cover (OPD)	Medical expenses incurred in case of the following diseases which need domiciliary treatment as may be certified by the attending medical practitioner and / or bank's medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100% subject to the overall limit of Sum Insured under the policy.
Diseases covered in the Domiciliary limit	The cost of Medicines, Investigations, and consultations, etc. in respect of domiciliary treatment for the 62 listed ailments shall be reimbursed for the period stated by the specialist and / or the attending doctor and I or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Congenital Anomalies	<p>Congenital Internal/External diseases, defects and anomalies are covered under the policy.</p> <p>Other diseases :</p> <p>Diseases such as Benign prostatic hypertrophy, hysterectomy, menorrhagia or fibromyoma, hernia, fistula in ano, piles, sinusitis, asthma and bronchitis are covered under the policy, Psychiatric and psychosomatic diseases are payable with or without hospitalization.</p>
Psychiatric Ailment	Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization
All Advanced Medical Treatment	All new kinds of approved advanced medical procedures for eg- laser surgery, stem therapy for treatment of a disease is payable on hospitalization/day care surgery.
Treatment for accidents on OPD Basis	<p>Treatment taken for accidents can be payable even on OPD basis in Hospital upto sum insured.</p> <p>Not Covered</p> <p>Minor injuries like Contused, Lacerated wound requiring suturing. Minor burns or injury requiring dressing.</p>
Taxes and Charges	<p>All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges, Nursing, IV Administration charges will be payable.</p> <p>Chargers for diapers and sanitary pads are payable if necessary as part of the treatment.</p> <p>Charges for hiring a nurse/attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU/CCU.</p> <p>Neo natal nursing care or any other case where the patient is critical and requiring specialized nursing care.</p>
Genetic Disorder	Covered
Other Medical Treatment	<p>Treatment for Age related Macular Degeneration (ARMD)</p> <p>Age related macular degeneration (Neovascular) will be covered if diagnosis confirmed with flourescein angiography. Intravitreal injection of Lucentis, Macugen, Avastin or photodynamic laser therapy will be payable.</p>



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

	<p>Rotational Field Quantum magnetic Resonance (RFQMR)</p> <p>It will be covered if used for advanced osteoarthritis and for treatment of Cancer.</p> <p>Enhanced External Counter Pulsation (EECP)</p> <p>It will be covered for specific Indications –</p> <ul style="list-style-type: none"> Angina or Angina equivalents with poor response to medical treatment and when patient is unwilling to undergo invasive revascularization procedures. Ejection fraction is less than 35%. Co-morbid conditions co-exist which increase the risk of surgery e.g. DM, Congestive Cardiac Failure, Cor. Pulmonale, Renal dysfunction. Ischemic or Idiopathic Cardio myopathy.
External and Durable Equipment	Rental Charges for external and or Durable Medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPO, Bi-PAP, Infusion pump, etc, will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
Cost of Artificial Limb	Covered
Physiotherapy Charges	Physiotherapy charges shall be covered as recommended by attending doctor even if taken at home during the period of post hospitalization.
NOTE: The above mentioned coverage of Group Mediclaim Policy are indicative only, detailed terms and conditions can be obtained through IBA guidelines in place or amended from time to time. SEPERATE ANNEXURE OF IBA IS ENCLOSED	

B. GROUP MEDICLAIM POLICY WITHOUT DOMICILIARY COVER

Policy Type:- Group Medical Insurance Policy only for retired Employees of the Bank

Family Definition:- Self(Retiree) + Spouse or Widow/Widower of the Retired Staff

Coverage Type:- Family Floater

Sum Insured:- For Clerical/Sub Staff- Rs. 3,00,000/-

For Officer - Rs. 4,00,000/-

EXPECTED RETIRED STAFF:- Retired Officers- 200, Award Staff including PTSW- 100

Pre-existing diseases: Coverage from day one



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

90 days waiting period:- Waived off

Waiting period on specific diseases:- Waived off.

NATURE	COVERAGE
Hospital Room Rent	Room and boarding expenses as provided by the Hospital/Nursing Home not exceeding INR 5000 per day or the actual amount whichever is less
ICU Rent	Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount
Professional Charges	Surgeon, team of Surgeons, Assistant surgeons, Anasthetist, Medical Practitioner, consultants, Specialist fee covered upto sum insured
All other expenses	No limits for all expenses including Nursing Charges
Cost of Donor	Hospitalization Expenses (excluding cost of Organ) incurred on donor in respect of organ transplant to the insured
Ambulance Charges	Ambulance charges are payable up to Rs.2500/- per trip on production of the receipt. Taxi and Auto expenses in actual, maximum up to Rs.750/- per trip, on production of a receipt will be payable. (Claim upto Rs.300/- will be paid without receipt on declaration basis). Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/medical complication shall be payable in full.
Pre and Post Hospitalization Expenses	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively.
Alternative Treatment	Reimbursement of expenses for hospitalization and only domiciliary treatment under the recognized system of medicines, viz. Ayurveda, Unani, Sidha, Homeopathy, Naturopathy, if such treatment is taken in a clinic/hospital recognized by the central and state government.
Pre-existing Diseases	Pre-existing diseases / Ailments are covered from day one All diseases and ailments are covered under the policy without any waiting period
30 days waiting period on specific diseases	Waived off
Day Care Treatment	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively. Day Care Treatment : Expenses on Hospitalization for minimum period of a day are admissible. However this limit will not apply in case of stay in hospital of less than a day for those ailments listed in the Bipartite Settlement / Joint Note (Clause 3.3 of Appendix - I) provided. a) If the surgery is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and; b) Which would have otherwise required hospitalization of more than a day.
Congenital Anomalies	Congenital Internal/External diseases, defects and anomalies are covered under the policy. Other diseases : Diseases such as Benign prostatic hypertrophy, hysterectomy, menorrhagia or fibromyoma, hernia, fistula in ano, piles, sinusitis, asthma and bronchitis are covered under the policy, Psychiatric and psychosomatic diseases are payable with or without hospitalization.
Psychiatric Ailment	Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization
All Advanced Medical Treatment	All new kinds of approved advanced medical procedures for eg- laser surgery, stem therapy for treatment of a disease is payable on hospitalization/day care surgery.
Treatment for accidents on OPD Basis	Treatment taken for accidents can be payable even on OPD basis in Hospital upto sum insured. Not Covered Minor injuries like Contused, Lacerated wound requiring suturing. Minor burns or injury requiring dressing.
Taxes and Charges	All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges, Nursing, IV Administration charges will be payable. Chargers for diapers and sanitary pads are payable if necessary as part of the treatment. Charges for hiring a nurse/attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU/ICCU. Neo natal nursing care or any other case where the patient is critical and requiring specialized nursing care.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

Genetic Disorder	Covered
Other Medical Treatment	<p>Treatment for Age related Macular Degeneration (ARMD)</p> <p>Age related macular degeneration (Neovascular) will be covered if diagnosis confirmed with flourescein angiography. Intravitreal injection of Lucentis, Macugen, Avastin or photodynamic laser therapy will be payable.</p> <p>Rotational Field Quantum magnetic Resonance (RFQMR)</p> <p>It will be covered if used for advanced osteoarthritis and for treatment of Cancer.</p> <p>Enhanced External Counter Pulsation (EECP)</p> <p>It will be covered for specific Indications –</p> <ul style="list-style-type: none"> Angina or Angina equivalents with poor response to medical treatment and when patient is unwilling to undergo invasive revascularization procedures. Ejection fraction is less than 35%. Co-morbid conditions co-exist which increase the risk of surgery e.g. DM, Congestive Cardiac Failure, Cor. Pulmonale, Renal dysfunction. Ischemic or Idiopathic Cardio myopathy.
External and Durable Equipment	Rental Charges for external and or Durable Medical equipment of any kind used for diagnosis and or treatment including CPAP,CAPO, Bi-PAP, Infusion pump, etc, will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
Cost of Artificial Limb	Covered
Phsiotherapy Charges	Physiotherapy charges shall be covered as recommended by attending doctor even if taken at home during the period of post hospitalization.
NOTE: The above mentioned coverage of Group Mediclaim Policy are indicative only, detailed terms and conditions can be obtained through IBA guidelines in place or amended from time to time. SEPERATE ANNEXURE OF IBA IS ENCLOSED	

INDICATIVE DAY CARE LIST:-

Expenses on Hospitalization for a minimum period of a day are admissible. However, this time limit shall not be applied to specific treatments, such as:-

Adenoidectomy	Haemo dialysis
Appendectomy	Fissurectomy/Fistulectomy
Auroplasty not cosmetic in nature	Mastoidectomy
Coronary angiography /Renal	Hydrocele
Coronary angioplasty	Hyserectomy
Dental surgery	Inguinal/ ventral/umbilical/femoral hemia
D & C	Parental chemotherapy



Excision of cyst / granuloma / lump / tumor	Polypectomy
Eye Surgery	Septoplasty
Fracture including hairline fracture/dislocation	Piles/fistula
Radiotherapy	Prostrate Surgeries
Chemotherapy including parental chemotherapy	Sinusitis surgeries
Ithotripsy	Tonsillectomy
Incision and drainage of abscess	Liver aspiration
Varicolectomy	Scierotherapy
Wound suturing	Varicose Vein biopsies
FESS	All scopies along with biopsies
Operations/Micro surgical operations on Ascitic Pleural tapping	Lumber puncture

This condition will also not apply in case of stay in hospital of less than a day provided the treatment is undertaken under General or Local Anesthesia in a hospital/day care centre in less than a day because of technological advancement and which would have otherwise required hospitalization of more than a day.

48. POLICY EXCLUSION:

War like Operations :

Injury/disease directly or indirectly caused by or arising from or attributable to War, invasion, Act of Foreign enemy and War like operations (whether war be declared or not).

Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.

Vaccination or inoculation.

Cosmetic Surgeries :

Change of life or cosmetic or aesthetic treatment of any description is not covered.

Plastic surgery other than as may be necessitated due to an accident or as part of any illness.

Cost of spectacles and contact lenses, hearing aids.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Dental treatment or surgery of any kind which are done in a dental clinic and those that are cosmetic in nature.

Convalescence, rest cure and General debility.

Obesity treatment and its complications including morbid obesity.

Treatment for Venereal disease.

Intentional self-injury.

Use of intoxication drugs / alcohol.

Immune System :

All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB - III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.

Hospitalization for Investigations only :

Investigation which are not pertaining to the primary ailment, for which hospitalization is required are not covered unless recommended by attending doctor.

Vitamins and Tonics :

Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

Nuclear Weapons :

Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons / materials.

Non-Medical Expenses :

Charges for telephone, television, /barber or beauty services, food charges (other than patient's diet provided by hospital), baby food, cosmetics, tissue paper, toiletry items and similar incidental expenses.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Suicide

49. PROPOSAL REQUIREMENTS:

The following sections include the information necessary for your organisation to respond to this RFP. Your proposal must:-

- A. Consider 01-04-2024 as effective date for tentative Policy Inception for in service Staffs and 01-06-2024 as effective date for tentative Policy Inception for retired Staffs.
- B. Answer all questions in the following sections clearly and concisely and
- C. Technical Bids will be an integral part of the RFP
- D. Pre bid queries must be submitted on or before 15-03-2024 till 5 PM.

Failure to submit the proposal within the stipulated time will result in disqualification of the proposal.

50. CLAIM SETTLEMENT PROCESS:

The selected Bidder must be technologically advanced so that claims can be filed online with the selected insurer. The selected insurer shall hand over Group Health Insurance Card in favour of the beneficiaries within 10 working days from the date of submission of the premium with the selected vendor. The beneficiaries shall be able to file their claims online by way of scanning of documents, bills, prescriptions, reports. The system generated claim form along with hard copies of the said bills to be collected from the Head Office and concerned regional Office by the duly authorised representatives of the selected vendor, upon proper acknowledgment, every week. Any loss or theft of such documents from the custody of the authorised representative of the Insurer will not be the responsibility of the Bank or the beneficiary. The Authorised Representative must visit the Head Office Regional Offices of Howrah, Hooghly, Burdwan and Birbhum every week.

The Corporate login id and password must be provided to the Head Office, Nodal Officer who shall monitor the claim process. Each Nodal Officer at Regional Offices to be provided with Corporate user id and password so as to enable them to monitor the claims lodged and also to ensure that claims are settled flawlessly.

No bills other than GST Bills to be allowed and the said rule is also applicable for alternative treatments from Central or State Govts.

No Claims lodged with the Bidder shall be cancelled or declined without the prior approval of the Bank and after giving reasons in writing. Every month the dump file must be shared with the Bank at the time of monthly review meeting.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

TIME LINE:-

Endeavour must be made to settle the claim as early as possible preferably within 7 days and maximum within 30 days from the date of receiving the hard copies of the documents in support of the claim. In the event claim is not settled, the same shall be escalated as per escalation matrix in this SLA. In the event the claim is not settled within 30 days an interest @ 2% over the Bank rate shall be payable over the claim amount. In the event documents in support of the claim is lost either by the insured and or insurer, a declaration to that effect will be sufficient to proceed for settlement of the claim

General Information

The objective is to ensure that this Group Medical Insurance plan is managed at a high service level and in the most cost-effective manner as possible. The insurer must have the flexibility necessary to respond to Bank's current and changing needs.

Bank's primary objective in conducting this RFP is to contract with an insurer who matches the desired plan design and contract provisions and

Demonstrates the ability to deliver high quality services across the country at a competitive price.

Questions concerning the RFP or its attachments can be directed to Shri Amid Kumar Murmu, General Manager (PAD). No answer to the questions concerning the RFP will be provided over the phone. Please submit all questions in writing by email latest by 5 P.M. on 29th March-2024.

51. EVALUATION CRITERIA FOR TECHNICAL BIDS:

SR. NO.	CRITERION	POINTS	TOTAL	SELF ASSESSMENT SCORING
1	Number of Years since license given by IRDA as on 31.01.2024		5	
	>5 Years, <=7 Years	2		
	>7 Years, <=10 Years	3		
	>10 Years	5		
2	Solvency Margin for FY: 2020-21, 2021-22 & 2022-23		10	
	<1.49	0		
	1.50, <=1.75	4		
	1.76, <=2.25	8		



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

	>2.26	10		
	(PSU Insurers are eligible for 10 marks)			
3	Health Premium underwritten within India (INR in crores) for FY 2020-21, 2021-22 & 2022-23		10	
	Up to 500 Crores	4		
	>Rs. 500 Crores, <=Rs. 750 Crores	6		
	>Rs. 750 Crores, <=Rs. 1000 Crores	8		
	>Rs. 1000 Crores	10		
4.	Number of Group Mediclaim lives covered during FY 2022-23		10	
	Up to 50,000	2		
	>50,000, <=1,00,000	4		
	>1,00,000, <=1,50,000	8		
	>1,50,000	10		
5	Net Worth (INR in Crores) for FY 2022-23		10	
	>500 Crores, <=1000 Crores	4		
	>1000 Crores, <=2000 Crores	8		
	>2000 Crores	10		
6	Claim Settlement Ratio for FY: 2020-21, 2021-22 & 2022-23		10	
	<=75%	0		
	>75%, <=80%	4		
	>80%, <=90%	6		
	>90%, <=95%	8		
	>95%	10		
7	Aging of Claims for FY 2022-23 of Claims settled within Three Months as of 31.03.2023		10	
	<=75%	4		
	>75%, <=85%	6		
	>85%, <=95%	8		
	>95%	10		
8	Grievance Ratio (Number of Grievances per 10,000 Policies for FY: 2020-21, 2021-22 & 2022-23)		5	
	=>3 per 10,000	1		
	=>2 per 10,000, <3	2		
	=>1.5 per 10,000, <2	3		
	<1.5 per 10,000	5		
9	Grievance Redressal Ratio (Percentage of Grievances accepted for FY: 2020-21, 2021-22 & 2022-23)		5	



	<=75%	0		
	>75%, <=85%	2		
	>85%, <=90%	3		
	>90%	5		
10	Number of Hospitals in PAN India(along with their address-separate sheet to be annexed) where Tie-up has been made by the company as of 31.01.2024, out of which minimum 100 hospitals(along with their address-separate sheet to be annexed) should be in West Bengal		5	
	3000	2		
	>3000, <=4000	3		
	>4000, <=5000	4		
	>5000	5		
11	Number of Group Mediclaim Policies of Regional Rural Bank/Commercial Bank being serviced by the Insurance Company as on 31.01.2024		10	
	2	2		
	>2, <=6	4		
	>6, <=10	6		
	>10	10		
12	Product Compatibility		10	
	Only lodging of claim	2		
	Lodging of Claim+ Documents uploading	4		
	Lodging of claims+ claim id generation	6		
	All features as mentioned in clause 20 of this RFP	10		

Calculation of points to be considered on average basis in case of data sought for more than one financial year.

Policies where your company is a Co-Insurer will not be considered,

Micro Insurance/State Policies will not be considered. Only Corporate Group Medical Insurance policies will be considered for the Technical Bid. Company that does not have any policy of the required size will not get any points

The cut-off marks in the Technical Evaluation shall be 85 marks. Bidders qualifying the cutoff score of 85 marks will further qualify for the financial bid. In the second stage, only those bidders, who have qualified through the above process on the basis of evaluation of their Technical Bids, will be allowed to participate in bidding process for financial bids. **(However, Bank at its discretion may relax this criteria by 10 marks, only when none of the bidders participating in the**



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

bid qualifies the cut-off score of 85 marks to ensure enough bidders participate in the Financial bid)

In event of a tie between two or more bidders in the In-Service Employee policy during financial evaluation, determination of L1 bidder will be based, considering the highest score in the technical evaluation.

Paschim Banga Gramin Bank reserves the right to:

- Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
- Cancel the RFP/ Tender at any stage, without assigning any reason whatsoever.
- Waive or Change any formalities, irregularities, or in consistencies in this proposal (format and delivery).
- Extend the time for submission of all proposals and such an extension would be duly communicated by Bank.
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified time frame.
- Select the bidder even if a single bid is received as response.
- Share the information / clarifications provided in response to RFP by any bidder, with other bidder(s) / others, in the same form as clarified to the bidder raising the query.

52. CASES LODGED, CLAIMS SETTLED AND AMOUNT INVOLVED THEREIN PENDING WITH INSURANCE OMBUDSMAN AND CONSUMER FORUMS.

CASES FILED WITH INSURANCE OMBUDSMAN

SL. NO.	CASES FILED DURING F.Y	AMOUNT INVOLVED	SL. NO.	CLAIMS SETTLED DURING F.Y	AMOUNT INVOLVED
1	2021-22		1	2021-22	
2	2022-23		2	2022-23	
3	2022-23		3	2022-23	

CASES FILED WITH CONSUMER FORUMS

SL. NO.	CASES FILED DURING F.Y	AMOUNT INVOLVED	SL. NO.	CLAIMS SETTLED DURING F.Y	AMOUNT INVOLVED
1	2021-22		1	2021-22	
2	2022-23		2	2022-23	
3	2022-23		3	2022-23	

53. BID SUBMISSION:

1. The bid should be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, are to be signed by the authorized signatory.

2. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
3. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
4. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

54. PLAN DESIGN AND RELATED DOCUMENTS:

i. Plan / Design:

The Policy shall be in the Name of Paschim Banga Gramin Bank and hence two separate policies should be issued: -

- a) In-Service Staffs with Domiciliary Treatment.
- b) Retired Staffs with /without Domiciliary Treatment.

The terms and conditions of the Policy shall be as per the Scheme of Medical insurance as per the 10th Bi-Partite Settlement for workman staff as described in the RFO section.

ii. RFP Terms and Conditions:

Following additional terms and conditions shall apply to the evaluation process:

- (a) Bidder warranties - By submitting a Response, the Bidder represents and warrants to Paschim Banga Gramin Bank that, as at the date of submission:
 - i. the Bidder has to fully disclose to Bank in its Responses all information which could reasonably be regarded as affecting in any way Bank's evaluation of the Response;
 - ii. all information contained in the Bidder's Response is true, accurate and complete and not misleading in anyway;
 - iii. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

effect on its business, assets or financial, condition or upon Bank's reputation if the Response is successful;

iv. the Bidder will immediately notify Bank of the occurrence of any event, factor circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or Bank's reputation or render the Bidder unable to perform its obligations under the Bank agreement, if any or have a material adverse effect on the evaluation of the responses by Bank;

v. the Bidder has not and will not seek to influence any decisions of Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

vi. If selected, Bidder will not seek Medical examination of any employee or retired staff or family members for inclusion in the Policy.

Document Annexures- Supporting Documents to be given:

1. IRDA license of the Insurance Company.
2. Audited or CA certification of Net Worth as on March 31-03-2023.
3. Audited or CA certification of Solvency Ratio as of March 31-03-2023.
4. Annual Report indicating the Health Premium figures as of March 31st 2023 duly signed by the Authorized Signatory of the Insurer.

All supporting documents should be additionally attested by authorized signatory and bidder to put company seal.

The UDIN of certifying CA is to be clearly mentioned.

For Paschim Banga Gramin Bank


General Manager

A.K.MURMU

General Manager



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-A- FOR PREVAILING VENDOR/FRESH BIDDER

ANNEXURE-B- UNDERTAKING FOR TERMS OF ENGAGEMENT ON COMPANY'S LETTERHEAD

ANNEXURE-C- FINANCIAL/COMMERCIAL BID FORMAT

ANNEXURE-D- UNDERTAKING FROM INSURANCE COMPANY

ANNEXURE-E- COMPANY INFORMATION

ANNEXURE-F- GRIEVANCE RATIO AND REDRESSAL

ANNEXURE-G- LIST OF REGIONAL RURAL BANKS PRESENTLY AVAILING SERVICES

ANNEXURE-H- DECLARATION FROM INSURER

ANNEXURE-I- VOLUNTARY DISCLOSURES

ANNEXURE-J- CERTIFICATE BY THE CHARTERED ACCOUNTANT

ANNEXURE-K- DECLARATION WITH RESPECT TO CLAIM SETTLEMENT RATIO

ANNEXURE-L- NON DISCLOSURE AGREEMENT

ANNEXURE-M- PERFORMANCE BANK GUARANTEE

ANNEXURE-N- SERVICE LEVEL AGREEMENT

ANNEXURE-O- PRE-CONTRACT INTEGRITY PACT

ANNEXURE-P- IBA GUIDELINES



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

ANNEXURE-A-FOR PREVAILING VENDOR/FRESH BIDDER

Sr. No.	Parameter	Response
1.	No. of years since license given by IRDA as on 31-01-2024	
2.	Net worth of Insurer	
3.	Solvency Margin	
4.	Health premium underwritten within India (INR Crores)	
5.	Number of lives being serviced under Group Medical Insurance Policies	
6.	Claim Settlement Ratio	
7.	Aging of Claims (% of claims settled within 15 days) (% of claims settled within 15 to 30 days) (% of claims settled within 30 to 45 days)(% of claims settled within 45 to 60 days) (% of claims settled within 90 days) from the date of lodging of claims	
8.	No. of claim in hand pending for more than 30 days and not resolved upto 31.01.2024 and amount	
	Whether the existing vendor defaulted in any compliances as mandated in the Tender No. 3095/2023 Dated 10.03.23	
	No. of claims not processed during the FY 2020-21;2021-22;2022-23 and amount	
8.	No. of Claims declined in FY 2020-21;2021-22;2022-23 including amount and reasons thereof and whether communicated to the Bank	
9.	All public disclosure forms pertinent to claims- NL 24 and 25	
10.	All Public Disclosure forms pertinent to grievance for NL 41	
11.	Number of Hospitals where cashless Tie-up has been made by the Company	
12.	No. of Group Medclaim Policy of RRBs/PSBs being serviced by the Insurance Company	

Signature of the Authorised Signatory with Seal



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-B-UNTERTAKING FOR TERMS OF ENGAGEMENT ON COMPANY'S LETTERHEAD

Undertaking for Terms of Engagement (On Company's Letterhead)

We, _____ Insurance Company Limited, a licensed general insurance company / Standalone Health Insurance company authorized and Regulated by the Insurance Regulatory and Development Authority (IRDA) under License Code No. _____ And having its registered office at _____ hereby undertake and confirm that we shall comply with the terms of engagement if shortlisted as LI bidder in the In-service Employee Policy and agree to match the lowest bid of the Retired Employee Policy.

Signature of the Authorised Signatory with Company Seal



ANNEXURE-C-FINANCIAL/COMMERCIAL BID FORMAT

S. No.	Particulars	Proposed Rates (Per Serving and Retired Staff Members-Including their family)			
1.	Group Insurance Premium Rates	Cadre (In SERVICE)	Insurance Coverage	Premium with Domiciliary Treatment	
		Officers	Rs. 4 lacs		
		Clerical/Sub-Staff	Rs. 3 lacs		
		Cadre (RETIREE)	Insurance Coverage	Premium with Domiciliary Treatment(subject to the ceiling of 10% of the insurance coverage)	Premium without Domiciliary Treatment
		Officers	Rs. 4 Lacs		
		Clerical/Sub-Staff	Rs. 3 Lacs		
	Top Up*	Cadre(Serving)	Insurance Coverage	Premium with Domiciliary Treatment	
		Officer	Rs. 1 Lacs Rs. 2 Lacs Rs. 3 Lacs		
		Clerical/Sub-Staff	Rs. 1 Lacs Rs. 2 Lacs Rs. 3 Lacs		
		Cadre (For retirees)	Insurance Coverage	Premium Without Domiciliary	Premium With Domiciliary Treatment
		Officer	Rs. 1 Lacs Rs. 2 Lacs Rs. 3 Lacs		
		Clerical/Sub- Staff	Rs. 1 Lacs Rs. 2 Lacs Rs. 3 Lacs		
2.	Rate of GST				
3.	Details of Engagement with RRBS in West Bengal and other States				

• The above rates shall be inclusive of management expenses, etc as per IRDA norms.

As per the family definition mentioned in the RFP, Premium to be quoted on per family basis without taxes, selection of L1 bidder will be based on the same.

Data /Count of employees shared is indicative only and may vary due to New Joinee, Retirement and Resignation.

• Tax Component - (GST & TDS as applicable)

• The payment of insurance premium will be made after all statutory compliances of GST Act and Income Tax Act including deduction U/S- 194 (0) of the Income Tax Act 1961.

Signature of Authorised Person with Company Seal/Stamp



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-D-UNDERTAKING FROM INSURANCE COMPANY

Undertaking From the Insurer (Company Letterhead)

This has reference to the RFP published in the website of Paschim Banga Gramin Bank on In response to the RFP, we have submitted our technical & financial bid In connection with the above bid, we hereby declare as under;

I- That we are neither related to any of your Trustees, Trade Unions, Officers and others employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.

II-That we have submitted the bid in the name of M/s_____and declare that no other bids have been submitted by us in the same name of any other firms/ companies/ proprietors / subsidiaries/ individuals which comes under the same management and related parties.

III- We hereby undertake that in case of any violations to the above declarations at any stage of the contract, Paschim Banga Gramin Bank reserves the sole right to cancel the contract and recover the full value of the contract from us.

IV- We further state that there are no adverse comments and or remarks with respect to the settlement of the claims for the FY 2020-21;2021-22 and 2022-23 nor any complain has been filed by the staff members of the Insured, with Insurance Ombudsman (IRDA) during the FY 2020-21;2021-22 and 2022-23

For and on behalf of

Signature of Authorised Person with Company Seal/Stamp



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-E-COMPANY INFORMATION

A. Snap Shot

Name of the Insurer

Head Office (Address)

Website & e-mail.

1. Authorized office Address submitting RFP*.

2. Date of Commencement of Business (MM/YYYY)

3. IRDA license obtained since (Copy of IRDA license
Since issuance till date to be enclosed)

4. Number of Branches / Offices in India as on 31.01.2023.

5. Total No of Employees in India as on 31.01.2023.

Signature of Authorized person with Company Seal.

***For Private Limited Companies the Details of the Directors and their respective Email Address
to be mentioned in a separate sheet**



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-F-GRIEVANCE RATIO AND REDRESSAL

Please provide a data pertaining to grievances in the format given below for last 3 F.Y's (number of grievances per 10,000 of policies)

F.Y	Opening Balance of Grievances	Grievances reported during the year	No. of Grievances resolved during the year	No. of grievances pending at the end of the year	Grievance Redressal Ratio
2020-21					
2021-22					
2022-23					

Calculation of Points to be considered on average basis

Signature of Authorised Person with Company Seal



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

ANNEXURE-G-LIST OF REGIONAL RURAL BANKS PRESENTLY AVAILING SERVICES

List of Regional Rural Banks having a Group Mediclaim Policy from the Insurer as on 31-01-2024(with supporting documents)*

Name of the RRB/PSB	Date of Commencement of Policy(MM/YYYY)	Premium in Rs. (Without GST)

Signature of Authorised Person with Company Seal

* Bank reserves the right to obtain necessary feedback from the RRBs reported to have availed services from the present vendor



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-H-DECLARATION FROM INSURER

Declaration from insurer that it has not been banned /debarred by any State Government/Central Government or its Agencies or not disqualified in participating the Government schemes as per IRDAI guidelines

DECLARATION CERTIFICATE

a) I/ We, do hereby declare that there is no case with Police / Court / IRDA/ SEBI/ Regulatory authorities against proprietor / firm / partner /employee involving and or initiated by the staff members of the Insured during the FY 2020-21;2021-22 and 2022-23.

b)Also. I/ We have not been suspended I delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking/ IRDA/ SES/ Autonomous Body / Financial Institution /Court during the FY 2020-21;2021-22 and 2022-23.

c) We certify that neither our company nor any of the / Directors are involved in any scam disciplinary proceedings settled or pending adjudication during the FY 2020-21;2021-22 and 2022-23.

d) We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

Signature of the Authorised Signatory with Seal



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-I-VOLUNTARY DISCLOSURES

1. Details of Overall Group Mediciam Policies issued in 2022-23
2. Health premium underwritten within India (INR in Crores) for FY 2020-21,2021-22,2022-23

Name of the Insurance Company

Group Mediciam Policy

Sr. No.	Name of Insured	Address of Insured	No. of lives	Total premium (Lacs)
---------	-----------------	--------------------	--------------	----------------------

Health Premium Underwritten within India (INR in Crores)

Health Premium Figures	2020-21	2021-22	2022-23
------------------------	---------	---------	---------

No. of GMC Policies Sold

Premium from GMC Policies (INR Crores)

Calculation of points to be considered on average basis

Signature of Authorised Signatory with Company Seal

Place:-

Date:-



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-J-CERTIFICATE BY THE CHARTERED ACCOUNTANT

Certificate by the Chartered Accountant : Declaration regarding solvency Ratio and Net Worth of the Company

Declaration

This is to inform that Insurance Company having its Registered Office at _____ has the net worth and solvency ration respectively as mentioned below, based on the system records maintained by the Company

FY

Solvency Ratio

2020-21

2021-22

2022-23

Average of 3 years

Net Worth

The information is provided for tender participation process only.

Signature of the Chartered Accountant with UDAI details and seal.

Date:-

Place:-



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-K-DECLARATION WITH RESPECT TO CLAIM SETTLEMENT RATIO

Declaration that the Bidder should have a minimum Claim Settlement Ratio of 85% for last 3 Financial years and ageing of Claims for Financial Years:-

For FY 2020-21 as on 31-03-2021	% of Claims settled
	(% of claims settled within 15 days)
	(% of claims settled within 15 to 30 days)
	(% of claims settled within 30 to 45 days)
	(% of claims settled within 45 to 60 days)
	(% of claims settled within 90 days)
	from the date of lodging of claims
For FY 2021-22 as on 31-03-2022	% of Claims settled
	(% of claims settled within 15 days)
	(% of claims settled within 15 to 30 days)
	(% of claims settled within 30 to 45 days)
	(% of claims settled within 45 to 60 days)
	(% of claims settled within 90 days)
	from the date of lodging of claims
For FY 2022-23 as on 31-03-2023	% of Claims settled
	(% of claims settled within 15 days)
	(% of claims settled within 15 to 30 days)
	(% of claims settled within 30 to 45 days)
	(% of claims settled within 45 to 60 days)



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

(% of claims settled within 90 days)

from the date of lodging of claims

UNDERTAKING, designated as _____ On behalf of _____ Insurance
Company

Company hereby confirms that we have a Settlement ratio for Health Insurance
Claims for the last three financial years as mentioned below.

FY

2020-21

2021-22

2022-23

Authorised Signatory with Seal and Signature



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

ANNEXURE-L-NON DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____, _____ at Howrah

BETWEEN

a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "_____") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

PASCHIM BANGA GRAMIN BANK, a Regional Rural Bank, incorporated under the RRB Act, 1976 having its registered address at Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101 (hereinafter referred to as "PBGB Bank/Bank" which expression unless repugnant to the context or meaning thereof be deemed to include its successors) of the OTHER PART.

_____ and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by the Disclosing Party to the Receiving Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or government agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afforded the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration or termination of this agreement due to cessation of the business relationship between _____ and Bank. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts in Howrah/Kolkata.
10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of _____

(INSURANCE COMPANY _____)

For and on behalf of BANK



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

ANNEXURE-M- PERFORMANCE BANK GUARANTEE

FORMAT FOR PERFORMANCE BANK GUARANTEE (TO BE STAMPED AS AN AGREEMENT)(Separate for serving and retirees)(For serving date of expiry of bank guarantee is 31.05.2025) (for retiree the date of expiry of bank guarantee is 31.08.2025)

To
 The General Manager
 (Personnel Administration Deptt.),
 PBG Bank, Head Office

1. In consideration of Paschim Banga Gramin Bank, a Regional Rural Bank incorporated under RRB Act 1976 having its registered address at Natabar Pal Road, Chatterjee Para More more, Tikiapara, Howrah- 711101 (hereinafter called "BANK") having agreed to exempt M/s (Name of the VENDOR) a Private Individual/Proprietorship or Partnership Firm/ Company incorporated under the Companies Act, 1956/2013 having its office/registered office at (Address of the Vendor) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of BANK's Letter of Intent/Award bearing no.dated..... issued to the Vendor in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Vendor of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE](hereinafter referred to as "the Bank") at the request of [Vendor] do hereby undertake to pay to BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement dated.....

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from PBG BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to PBG BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till PBG BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period)(excluding grace period for three months), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with PBG BANK that PBG BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time to time or to postpone for any time, or from time to time any of the powers exercisable by PBG BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of PBG BANK of



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

any indulgence by PBG BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of PBG BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto(including three months grace period)

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank] Yours" faithfully,
For and on behalf of

_____ Bank Authorised Official



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

ANNEXURE-N- SERVICE LEVEL AGREEMENT

Separate for in-service and retirees

To be stamped on NJS of Rs. 500/-

Between

Paschim Banga Gramin Bank

and

..... (Name of Insurance Co.)

**This Agreement is made and entered into on this Day of _____ 2024,
at Howrah**

by and between

Paschim Banga Gramin Bank, a Regional Rural Bank, incorporated under the Regional Rural Bank Act, 1976 herein after referred to as “**Insured**”, having its Head Office at: Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah- 711101, W.B

And

..... **Insurance Co. Ltd. a Company limited by.....** incorporated under Companies Act, 1956/2013 hereinafter referred to as “**Insurer**” having its corporate office at and one local at.....

Whereas the Insured has obtained Group Mediclaim Policy from the Insurer vide RFP No.Dated..... The selected Vendor/Insurer has been awarded the Contract commencing for a period of one year from 1st April, 2024 to 31st March 2025 (For In Service) and 01.06.2024 to 31.05.2025 (For retiree members).

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Insured and the Insurer to effectively manage the claims arising under the aforesaid insurance policies and to record the responsibilities and deliverables of each party under the mentioned policies.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

This Agreement will be effective from April, 2024 and exist throughout the currency of the aforesaid insurance policies or until settlement of all valid claims arising under the policies whichever occurs later.

Working Days shall mean any day on which the Insured is generally open for business in India.

No clause agreed hereto contradicts the Policy Terms & Conditions.

TERM:- This agreement shall be valid for a period of 1(one) year from the date of its acceptance between the parties and after all compliances has been ensured.

EFFECTIVE DATE:- The tentative effective date for commencing of this agreement for Serving Officers and award staffs is 01.04.2024 till 31.03.2025 and for retired staff members including award staffs 01.06.2024 till 31.05.2025.

DEFINITIONS:

In this bid, following words and expressions shall, unless repugnant to context or meaning thereof, have meaning hereinafter respectively assigned to them.

- i. "Bank" means Paschim Banga Gramin Bank or PBG Bank
- ii. "Bidder" means an Insurance company incorporated under Companies Act, 1956 and licensed by IRDA.
- iii. "RFP" means Request for Proposal by Bank for Group Health Insurance for Officers / Employees and Retired Employees and their family members.
- iv. "Insured" means PBG Bank.
- v. "Insurer" means Insurance Company.
- vi. "Applicable Laws" means all laws, promulgated or brought into force and effect by GOI, regulations and rules made there under, and Judgments, decrees, injunctions, , writs and orders of any Court of records, as record, as may be in force and effect during the subsistence of this Agreement.
- (viii) Insurer in response to the Request for Proposal in accordance with the provisions there of.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ix. "Competent Authority" means a committee member elected by PBGB Bank.

ix. "Contract Period/Effective Date" means the period starting tentatively from 01.04.2024 to 31.03.2025 for serving and 01.06.2024 to 31.05.2025 for retirees

x. "LOA or Letter of Award" means written confirmation of an award of an Insurance Contract by Bank to a successful bidder, stating the amount of award, award date, and when the insurance Contract will be signed. Such LOA will be issued only after successful deposit of performance Bank Guarantee.

xi. "Successful Bidder" means Insurance Company that has been shortlisted after qualifying for bid (technical and Commercial/Financial) to issue the policy. Unless excluded by or repugnant to the context.

CORRUPT AND FRAUDULENT PRACTICES:

Insurer and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this agreement. Notwithstanding anything to the contrary contained in the RFP, the Bank shall rescind the instant agreement without being liable in any manner whatsoever to the Insurer, if it determines that Insurer has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in Selection Process.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.

b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.

d) "Undesirable Practice" means establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

COST OF OPERATION OF PROPOSAL:

The Insurer shall bear all costs associated with the smooth and uninterrupted servicing of the proposal during its force and Bank/Insured shall not be responsible or liable for those costs, regardless of the conduct or commission and/or omission of the Insurer. Bank/Insured is not bound to accept any further assignment and or sub-assignment save and except that of the Insurer and in the event if Bank/Insured observes that the Insurer has divulged himself from the terms and conditions of the RFP and or acted in a manner contradictory to the terms and conditions of the RFP, Bank/Insured reserves the right to annul this agreement after giving reasonable time of 30 days to the Insurer and if such Insurer fails to rectify and or make good the errors committed within the said period of 30 days, Bank shall be at liberty to cancel and blacklist the Insurer and report the same in accordance with law.

PROPOSAL VALIDITY:

- i. The Insurer's Proposal must remain valid for at least 180 days for In-Service Policy & for Retiree Policy after the Proposal Submission Deadline. A Bid valid for a shorter period shall be rejected by the tendering Authority as non-responsive bid.
- ii. During the Period discussed above, Insurer shall maintain its original Proposal without any change.
- iii. Bank will make its best effort to complete the processing within the proposal's validity period. However, under exceptional circumstances, prior to expiration of bid validity period, the tendering authority may request bidders to extend period of validity of their bids.
- iv. A Bidder granting request shall not be required or permitted to modify its bid. The request and responses shall be made in writing.
- v. Except as the Bank may otherwise agree, no changes shall be made in team members /personnel. If, for any reason beyond control of Insurer, such as resignation, retirement, medical incapacity, death, etc. it becomes necessary to replace any of team member, the Insurer shall provide as a replacement of a person of equivalent or better qualifications.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

vi. If the Bank finds that any of the team members / personnel of the Insurer have committed serious misconduct or have been charged with having committed a criminal action or have reasonably caused to be dissatisfied with the performance of any of the team member/ personnel, then the Insurer shall, at the Bank's written request specifying the grounds thereof, provide as a replacement a person with qualification and experience acceptable to the Bank.

vii. Sub-contracting or Joint Venture will not be permitted.

AMENDMENT OF TENDER DOCUMENT:

(i) At any time after the issue of tender document and before opening of the tender, the tender inviting authority may make any changes, modifications or amendments to the tender document and changes will be available at bank's website www.pbgbank.com in case any Bidder seeks clarification to the tender documents, the same shall submit their queries latest by 15.03.2024 up to 05.00 PM on issues thus received by the bank will be discussed in Pre Bid Meet only. No issues and queries in respect to tender document will be entertained by the bank after Pre-Bid Meet. No separate invitation for pre-bid meet will be sent to any bidder

(ii) The amendments will be notified through corrigendum. Such amendments will form part of the tender document. Bidders are advised to constantly watch for any corrigendum at the above-mentioned Bank's website.

(iii) The Tender Inviting Authority reserves the right to extend dead line for submission of tender for any reason, and the same shall be notified through corrigendum posted on bank's website www.pbgbank.com

CONFIDENTIALITY:

a. This SLA document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The SLA document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the SLA document or any part of it upon written mutual agreement between the parties. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

b. The Parties agree to maintain confidentiality and secrecy of all information received by them and / or their personnel, employees, staff, agents, representatives, tangible or intangible, either directly or in the course of dealing



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

with each other and or its employees and / or its clients. The parties further undertake to utilize such information only for the normal course of the business purposes of this agreement and not for any other purpose, or which may prove detrimental to the interest of parties and / or its employees and / or its clients. The restriction contained in this clause shall not be applicable to any information required to be provided pursuant to any statutory or regulatory obligation.

c. The Insurer must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Insurer has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by Bank/Insured;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The Insurer acknowledges and agrees that all tangible and intangible information obtained, disclosed including all documents, claim settlement data, claim dump file, details of bank staff/retirees information, and other information under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of the Bank.
- The Insurer shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the Insurer will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Insurer shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Insurer (or its team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- The Insurer is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.

f. Notwithstanding the above provisions, if an Insurer wishes to contact Bank on any matter related to the SLA, it should do so only in writing. The above-mentioned queries shall be written to:

General Manager, (PAD)
Paschim Banga Gramin Bank (Head Office)
Natabar Pal Road, Tikiapara More, Chatterjee Para, Howrah-711101
Email Id- ho.gm2@pbgb.co.in

The provisions of this clause shall survive completion or termination (for whatever reason) of the Tender Process or the contract.

PRODUCT DEMONSTRATION

The Insurer must have the infrastructure and competency to process/register/settle the domiciliary expenses as well as hospitalization expenses as under:-

- a. Lodging of Claims through online mode, and or through android based application and IOS based application.
- b. Online Uploading of Documents
- c. Automated Claim Id generation along with KYC
- d. Master access key for the administrator (bank) to view and access the claims lodged in the portal of the Insurer or that of their respective TPAs and timely resolution of the same.
- e. All correspondences with the insured staff members should be strictly monitored and is accessible to the Bank for mentoring and reviewing purposes. The master access key, assigned to the Bank, shall be able to modify and or delete any claim submitted in the portal of the Vendor or that of their respective TPAs.

AWARD OF CONTRACT:

Prior to the expiration of bid validity or any such extended validity period, Bank will notify the successful bidder in writing that his offer has been accepted. However



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

the work order will not be issued to the successful bidder unless such Bidder deposits 10% of the total premium amount (for both the serving and retirees) as performance bank guarantee in favour of the Bank within 3 days from the communication in writing about the successful bid.

The letter of acceptance shall be a part of agreement/contract.

PERIOD OF CONTRACT:

Though the policy would be issued for one year, the tenure of the contract with the Insurance Company would be for one Policy Year. This may be further renewed up to a maximum of one year thereafter, subject to satisfactory performance of the Insurer and mutually agreed premium and same or revamped terms and conditions at that time. The renewal on yearly basis will be subject to continuation of IRDA Licenses with other statutory compliance and satisfactory review of performance of the Insurer.

PERFORMANCE BANK GUARANTEE:

The Insurer, within 3 days from the communication in writing about the successful bid, will have to furnish a Performance Bank Guarantee, format as per bank's format, issued by any scheduled commercial bank (other than PBG Bank) equivalent to 10% of the total premium amount (for both the serving and retirees).

The Performance Bank Guarantee shall act as a security deposit for fulfillment of the policy as per the terms and conditions herein. In the event of any suppression of material fact and/or violation of terms and conditions of the RFP/SLA, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Bidder/Vendor is not able to fulfill any and all conditions specified in the document or is unable to continue the policy as per the period of contract agreed herein.

LIQUIDATED DAMAGES:

Notwithstanding Bank's right to cancel /terminate the contract, Bank shall be entitled to recover from the Insurer liquidated damages @ 1% (one percent) of the total premium amount (for both the serving and retirees) and/or the actual quantifiable loss/damage suffered by the Bank, whichever is higher. The liquidated



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

damages may be assessed in the event the Insurer fails to meet the performance standards, terms and conditions specified within the contract, and/or the contract gets terminated due to the act and omission of the Insurer as per the terms and conditions contained herein.

The assessed Liquidated Damages may be recovered by any mode such as adjusting from any payments (if any) to be made to the Insurer or from the performance Bank Guarantee.

Bank while imposing the liquidated damages shall take into consideration, the duration, severity, recurrence of the violations and good-faith exercised by the Bidder/Vendor in attempting to stay in compliance of terms and conditions of the contract and shall also offer a reasonable opportunity of hearing to the Insurer before fixing any damages. The decision of the Bank shall be final and binding.

SINGLE POINT OF CONTACT (SPoC):

The Insurer shall appoint one duly authorised official as the Single Point of Contact (SPoC) for the entire process of the bidding and after signing/execution of contract, for all claim related queries. There should be a board resolution or delegation as per board resolution to establish that the SPoC is an authorised signatory. The insurer shall ensure that a dedicated representative is deputed at the principal place of business of the insured for monitoring claim of the insured staff members at the sole cost and expenses of the insurer. The person so deputed by the insurer, shall not be eligible to claim any wages or salary or any perquisites during his period of deputation. There shall not be any employer- employee relationship between the insurer and insured. No employee of the insurer shall claim any appointment or regularization in the establishment of the insured.

DISQUALIFICATION & BLACKLISTING:

The Insurer is liable to be disqualified if :

- At any stage it is found that the Bid submitted was not in accordance with the RFP.
- During the bid process if the bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bidder submits conditional bids.
- At any stage it is found that the Insurer has indulged in canvassing in any form to win the contract.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- Insurer has been banned /debarred black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority or its Agencies or has been disqualified in participating in the Government schemes/ Tenders as per IRDAI guidelines as on date of the publication of the RFP/Tender/Procurement.
- At any stage it is found or it comes to the knowledge of the Bank that the Insurer has adopted any unfair means or has fraudulently suppressed material fact and or has willfully submitted doctored facts and figures apart from those submitted with regulatory authorities.
- In the event the Claim Settlement Ratio of the Insurance vendor is less than 85% the Vendor shall be disqualified in the ELIGIBILITY CRITERIA.

Subject to the above conditions, disqualification can be imposed by the Bank at any stage, or even at the stage of implementation or acceptance of the contract.

BLACKLISTING:- During the tendering process or at any time thereafter, if Bank receives any Complain and or suo moto Bank is of reasonable apprehension, regarding any suppression of material fact and or figures, which if disclosed to the Bank at the time of tendering, would have rendered the Insurer disqualified, then such Insurance Company, after giving a reasonable opportunity of being heard, shall be disqualified and blacklisted from participating in the future tendering process of the Bank for 5 (five) years or such further period as the Bank may deem fit and the performance bank guarantee so deposited shall be forfeited and the entire premium amount so deposited shall have to be refunded on pro rata basis.

INDEMNITY:

Insurer shall agree to indemnify and hereby keep the Bank indemnified against all questions, claims, losses, damages, cost expenses which Bank may suffer or incur on account of any acts of omission or commission, negligence, fraud, default or misconduct, material breach of duties obligations, breach of representations and warranties, breach of confidentiality, on the part of Insurer or on the part of its employees ,agents, constituents for their respective duties or obligations in terms of this Arrangement. Apart from the above Bank reserves the right to invoke the Bank Guarantee after 90 days to indemnify itself for the commission and omission of the Insurer.

It is clarified that the Insurer shall in no event enter into a settlement, compromise or make any statement that may be detrimental to the interest of the Bank (and/or its customers, users and service providers, staff, retirees) rights, interest and reputation. Insurer shall be responsible for delay in registration of claim,



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

nonpayment of the claim or delay in payment of claim and/or any negligence, mistake during the whole process of settlement of claim and Insurer should take full responsibility for its act and its employee's act or omission in this regard. The Insurer should indemnify the Bank (including the insured beneficiaries, its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Insurer with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Insurer, its employees, and agents
- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further, Bank shall not be held liable for any responsibility or claim / litigation initiated by third party agency (TPAs) employed by the Insurer as part of service under this Contract.

Under no circumstances bank shall be liable to the Insurer for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.

Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to the Insurer for any consequential/ incidental, or indirect damages arising out of this Contract.

Insurer's aggregate liability in connection with obligations undertaken as a part under this Contract, shall be at actual as per the terms and conditions of this Contract and Insurer's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Insurer and its employees third party agency or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of unsettled/pending/wrongly repudiated claims or awards made by its insured staff/retirees and/or regulatory authorities. The Insurer shall not indemnify the Bank for:



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

I. Any loss of profits, revenue, contracts, or anticipated savings or

II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by the insured staff/retirees and/or Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this Contract and by the Insurer. The insurer shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. The insurer should take full responsibility for its and its employee's actions.

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in loss, damage, costs, fines, awards against the interest of the Bank, injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The insurer should indemnify the Bank (including its employees, directors representatives, insured staff/retirees) from and against third party claims of losses, and liabilities arising from non-compliance of the insurer with Laws / Governmental Requirements applicable to its scope of work.

COMPLIANCE WITH APPLICABLE LAWS OF INDIA:

The Insurer confirms and further undertakes to observe, adhere to, abide by, comply with all applicable laws in force or as are or as made applicable in future including , The Companies Act, 2013, The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract. Further, the Insurer shall keep all consents, permissions, approvals, licenses, etc., as required by the applicable laws of India, valid and in force during the term of the contract, and in the event of any failure or omission to



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

do so shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Insurer.

The Insurer shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, Bank is informed or information comes to its attention that the selected Insurer is or may be in violation of applicable laws in force or as are or as made applicable in future including , The Companies Act, The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines, then the Bank reserves the right to terminate this Agreement without being required to assign any reason to the vendor.

All the employees/TPAs deployed by the Insurer for ensuring seamless and flawless claim document collection, submission, settlement etc. must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard, and other labour laws etc.

The indemnification (as above) is only a remedy for the Bank. The Insurer is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank as well as the claims raised by the insured persons (staff/retirees) and/or regulatory authorities.

The Insurer confirms to Bank that it complies with all Central, State, Municipal laws and local laws in force in India including The Insurance Act, 1938, and Ordinances, Regulations, Guidelines, Advisories, Notifications and Circulars issued by IRDAI, Government, RBI as well as CVC Guidelines and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/ staff/ personnel/ representatives/ agents/ TPAs from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

FORCE MAJURE:

Force Majeure is herein defined as any cause, which is beyond the control of the Insurer or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The insurer or the Bank shall not be liable for delay in performing his / her/ its obligations resulting from any Force Majeure cause as referred to and / or defined above.

EXIT OPTION AND CONTRACT RE-NEGOTIATION:

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the Insurer to accept the contract / SLA and furnish the Performance Guarantee within 3 days from the communication in writing about the successful bid;
- ii. Delay in executing SLA;
- iii. Delay in claim settlement even after notice of such delay;
- iv. Serious discrepancy in the performance and services rendered during the contract period;

The Bank reserves the right to re-negotiate the premium amount, performance bank guarantee and terms and conditions of the entire contract with the insurer at more favourable terms in case such terms are offered in the industry at that time for policies of similar and comparable size, benefits and amount.

SIGNING OF CONTRACT:



The Bidder/Vendor shall be required to enter into a Service Level Agreement (SLA) with Bank, within 15 days from the award of Contract or within such extended period as may be specified.

The SLA shall be based on the requirements of the RFP, the terms and conditions of award of Contract, and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the terms and conditions contained in the RFP.

The insurer will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

TERMINATION OF AGREEMENT:

This agreement shall be valid for a period of One year or unless terminated by the Bank. This agreement may be terminated by Bank after giving reasonable time of 30 days to the Insurer and if such Insurer fails to rectify and or make good the errors committed within the said period of 30 days, Bank shall be at liberty to cancel and blacklist the Insurer and report the same in accordance with law. Whereas the Insurer shall not terminate the agreement for its convenience and without giving 30 days notice to the Bank. Further in an event termination is made as per mutual written consent; the same shall be effective from the date as may be mutually decided between the parties. Notwithstanding the contents of other clauses in this agreement, in the event of termination of agreement (on whatever ground) the Insurer shall refund the premium amount proportionately or as agreed upon by the parties if termination is on mutual consent of the parties.

It is agreed by the Insurer that in the event of termination of agreement (on whatever ground), the Insurer shall settle all pending medical/domiciliary/hospital claims pending before it on the date of such termination alongwith any other claim pending adjudication before any Court, Board, Tribunal etc. (subject to the award, decision, order, judgment of such Court, Board, Tribunal etc.)

The Bank, by written notice sent to the insurer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of obligations under the Contract is terminated and the date upon which such termination becomes effective.

Bank reserves the right to cancel the SLA in whole or in part and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- i. The Insurer commits a breach of any of the terms and conditions of this SLA executed between the Bank and the Insurer.
- ii. The Insurer goes into liquidation, voluntarily or otherwise. In this event, termination will be without compensation to the Insurer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- iii. The Insurer violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the Insurer under performance of this agreement/contract.
- iv. An attachment is levied or continues to be levied for a period of seven days upon effects this agreement/contract.
- v. The Insurer fails to render its services as per the terms and conditions of the RFP and SLA.
- vi. Deductions on account of liquidated damages exceed more than 10% of the total premium amount (for both the serving and retirees)
- vii. Bank reserves the right to recover any dues, loss, claims etc payable by the Insurer from the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

The Insurer must also give following declaration duly signed by an Authorized Signatory by virtue of Board Resolution:

- a) We do hereby declare that there is no case with Police / Court / IRDA/ SEBI Regulatory authorities against proprietor / firm / partner /employee.
- b) Also, I/ We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking/ IRDA/ SEBI/ Autonomous Body / Financial Institution /Court.
- c) We certify that neither our company nor any of the / Directors are involved in any scam or disciplinary proceedings settled or pending adjudication.
- d) We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in the RFP/SLA.
- e) The Insurer shall put their seal and signatures in the Annexures A to P with duly filled up clauses. The Insurer shall issue a Bank Guarantee of at least 10% of the total premium amount (for both the serving and retirees)as a token for performance of their duties under this Contract. Bank shall reserve the right to invoke the said



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Bank Guarantee if the Insurer declines or refuses to settle the bills or rejects any claims without assigning any reason or fails to settle the claim within the maximum period of 30 days.

LIMITATION OF LIABILITY:

- i. For breach of any obligation mentioned in this document, Insurer shall be liable for damages to the Bank arising under or in connection with this agreement for amount of the total damages.
- ii. Insurer will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss caused.
- iii. The liability of Insurer shall be unlimited with respect to:
 - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the Gross Negligence or Willful Misconduct of Insurer.
 - c. Damages occasioned by Insurer for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

NOTICES:

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

REVERSE TRANSITIONING:

The Bank and the Insurer shall together prepare the Reverse Transition Plan with regard to the information, claim data, details, etc especially claim Dump File. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with or not.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Insurer to the Bank or its designee to ensure smooth handover and transitioning of Bank's data, claim dump file etc.

SALIENT FEATURES OF PROPOSED GROUP MEDICLAIM POLICY:

A. GROUP MEDICLAIM POLICY FOR IN SERVICE EMPLOYEES

Coverage/Details

Policy Type:- Group Medical Insurance Policy for Employees of PBGB Bank and their families (Definition of family as per IBA guidelines)

Coverage Type- Family floater (As per IBA policy)

Sum Insured:- For Employees i.e Clerical Staff/Sub Staff- Rs. 3,00,000/-

For Officer Rs. 4,00,000/-

Critical Illness Rs. **1,00,000/-** Shall be paid to employees in the first detection/diagnosis of the illness. To be provided to the employee only subject to a sum insured of Rs. **1,00,000/-** . Cover starts on inception of the policy. In case an employee contracts a Critical Illness as listed below, the total sum insured of Rs.**1,00,000/-** is paid, as a benefit. This benefit is provided on first detection/diagnosis of the Critical Illness.

- **Cancer including Leukemia**
- **Stroke**
- **Paralysis**
- **By Pass Surgery**
- **Major Organ Transplant**
- **End Stage Liver Disease**
- **Heart Attack**



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

- **Kidney Failure**
- **Heart Valve Replacement Surgery**

Total Number of Staff- Officer- 525, Award staff including PTSW-467

Total-992

All new Employees to be covered from the date of joining as per their appointment letter. For additions/deletions during period, premium to be charged/refunded on prorata basis against the Cash Deposit account with Insurer adequately maintained by the Bank. Increase in sum insured allowed in case of promotion on charging pro-rata basis.

Geographical Limit- Treatment taken in India only

Continuity Benefit- Continuity benefits coverage to staffs on retirement till the end of the policy period provide there is no request for refund of the premium.

KEY POLICY TERMS AND CONDITIONS

NATURE	COVERAGE
Hospital Room Rent	Room and boarding expenses as provided by the Hospital/Nursing Home not exceeding INR 5000 per day or the actual amount whichever is less
ICU Rent	Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount
All other expenses	No limits for all expenses including Nursing Charges
Cost of Donor	Hospitalization Expenses (excluding cost of Organ) incurred on donor in respect of organ transplant to the insured
Ambulance Charges	Ambulance charges are payable up to Rs.2500/- per trip on production of the receipt. Taxi and Auto expenses in actual, maximum up to Rs.750/- per trip, on production of a receipt will be payable. (Claim upto Rs.300/- will be paid without receipt on declaration basis). Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/medical complication shall be payable in full.
Pre and Post Hospitalization Expenses	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively.
Alternative Treatment	Reimbursement of expenses for hospitalization and only domiciliary treatment under the recognized system of medicines, viz. Ayurveda, Unani, Sidha, Homeopathy, Naturopathy, if such treatment is taken in a clinic/hospital recognized by the central and state government.
Pre-existing Diseases	Pre-existing diseases / Ailments are covered from day one All diseases and ailments are covered under the policy without any waiting period
30 days waiting period on specific diseases	Waived off
Day Care Treatment	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively. Day Care Treatment : Expenses on Hospitalization for minimum period of a day are admissible. However this limit will not apply in case of stay in hospital of less than a day for those ailments listed in the Bipartite Settlement / Joint Note (Clause 3.3 of Appendix – I)provided:- a) If the surgery is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and; b) Which would have otherwise required hospitalization of more than a day.
Maternity	<ul style="list-style-type: none"> • No age limit, Normal Delivery Rs. 50,000/- and Caesarean Section Rs.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

Pre & Post Natal Expenses Missed Abortions, Miscarriages or abortions induced by accidents Complications in Maternity including operations for extra uterine pregnancy, ectopic pregnancy	75,000/- <ul style="list-style-type: none"> 9 months waiting period waived off. New born baby will be covered right from the first day of the birth Pre-natal & post natal charges up to 30 days and 60 days unless the same requires hospitalization Missed Abortions, Miscarriage or abortions induced by accidents are covered under the limit of Maternity. Complications in Maternity including operations for extra uterine pregnancy / ectopic pregnancy would be covered upto the Sum Insured limit Expenses incurred for medical termination of pregnancy. Claim in respect of delivery to be given irrespective of the number of children
New Born Baby cover	<ul style="list-style-type: none"> New born baby is covered from day one. All routine pediatric expenses incurred during immediate post natal period on the new born baby will be covered within the maternity limit. However in case of complications, an additional sum of Rs 20,000/- will be allowed provided the maternity limit of Rs 50,000 has been exhausted. Baby to be taken as an additional member within the normal family floater. Medical expenses incurred for listed domiciliary ailments on out Patient basis are covered under the policy and shall be reimbursed to the extent of 100%. The cost of Medicines, Investigations and consultations, etc. in respect of listed domiciliary treatment shall be reimbursed for the period stated by the specialist and/or the attending doctor and/or the bank's medical officer in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Domiciliary Cover (OPD)	Medical expenses incurred in case of the following diseases which need domiciliary treatment as may be certified by the attending medical practitioner and / or bank's medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100% subject to the overall limit of Sum Insured under the policy.
Diseases covered in the Domiciliary limit	The cost of Medicines, Investigations, and consultations, etc. in respect of domiciliary treatment for the 62 listed ailments shall be reimbursed for the period stated by the specialist and / or the attending doctor and I or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
Congenital Anomalies	Congenital Internal/External diseases, defects and anomalies are covered under the policy. Other diseases : Diseases such as Benign prostatic hypertrophy, hysterectomy, menorrhagia or fibromyoma, hernia, fistula in ano, piles, sinusitis, asthma and bronchitis are covered under the policy, Psychiatric and psychosomatic diseases are payable with or without hospitalization.
Psychiatric Ailment	Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization
All Advanced Medical Treatment	All new kinds of approved advanced medical procedures for eg- laser surgery, stem therapy for treatment of a disease is payable on hospitalization/day care surgery.
Treatment for accidents on OPD Basis	Treatment taken for accidents can be payable even on OPD basis in Hospital upto sum insured. Not Covered Minor injuries like Contused, Lacerated wound requiring suturing. Minor burns or injury requiring dressing.
Taxes and Charges	All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges, Nursing, IV Administration charges will be payable. Chargers for diapers and sanitary pads are payable if necessary as part of the treatment. Charges for hiring a nurse/attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU/ICCU. Neo natal nursing care or any other case where the patient is critical and requiring specialized nursing care.
Genetic Disorder	Covered



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

Other Treatment	Medical	<p>Treatment for Age related Macular Degeneration (ARMD)</p> <p>Age related macular degeneration (Neovascular) will be covered if diagnosis confirmed with flourescein angiography. Intravitreal injection of Lucentis, Macugen, Avastin or photodynamic laser therapy will be payable.</p> <p>Rotational Field Quantum magnetic Resonance (RFQMR)</p> <p>It will be covered if used for advanced osteoarthritis and for treatment of Cancer.</p> <p>Enhanced External Counter Pulsation (EECP)</p> <p>It will be covered for specific Indications –</p> <ul style="list-style-type: none"> Angina or Angina equivalents with poor response to medical treatment and when patient is unwilling to undergo invasive revascularization procedures. Ejection fraction is less than 35%. Co-morbid conditions co-exist which increase the risk of surgery e.g. DM, Congestive Cardiac Failure, Cor. Pulmonale, Renal dysfunction. Ischemic or Idiopathic Cardio myopathy.
External and Durable Equipment		Rental Charges for external and or Durable Medical equipment of any kind used for diagnosis and or treatment including CPAP,CAPO, Bi-PAP, Infusion pump, etc, will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
Cost of Artificial Limb		Covered
Physiotherapy Charges		Physiotherapy charges shall be covered as recommended by attending doctor even if taken at home during the period of post hospitalization.
NOTE: The above mentioned coverage of Group Mediclaim Policy are indicative only, detailed terms and conditions can be obtained through IBA guidelines in place or amended from time to time. SEPERATE ANNEXURE OF IBA IS ENCLOSED		

B. GROUP MEDICLAIM POLICY WITHOUT DOMICILIARY COVER

Policy Type:- Group Medical Insurance Policy only for retired Employees of the Bank

Family Definition:- Self(Retiree) + Spouse or Widow/Widower of the Retired Staff

Coverage Type:- Family Floater

Sum Insured:- For Clerical/Sub Staff- Rs. 3,00,000/-

For Officer - Rs. 4,00,000/-



EXPECTED RETIRED STAFF:- Retired Officers- 200, Award Staff including PTSW- 100

Pre-existing diseases: Coverage from day one

90 days waiting period:- Waived off

Waiting period on specific diseases:- Waived off.

NATURE	COVERAGE
Hospital Room Rent	Room and boarding expenses as provided by the Hospital/Nursing Home not exceeding INR 5000 per day or the actual amount whichever is less
ICU Rent	Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount
Professional Charges	Surgeon, team of Surgeons, Assistant surgeons, Anasthetist, Medical Practitioner, consultants, Specialist fee covered upto sum insured
All other expenses	No limits for all expenses including Nursing Charges
Cost of Donor	Hospitalization Expenses (excluding cost of Organ) incurred on donor in respect of organ transplant to the insured
Ambulance Charges	Ambulance charges are payable up to Rs.2500/- per trip on production of the receipt. Taxi and Auto expenses in actual, maximum up to Rs.750/- per trip, on production of a receipt will be payable. (Claim upto Rs.300/- will be paid without receipt on declaration basis). Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/medical complication shall be payable in full.
Pre and Post Hospitalization Expenses	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively.
Alternative Treatment	Reimbursement of expenses for hospitalization and only domiciliary treatment under the recognized system of medicines, viz. Ayurveda, Unani, Sidha, Homeopathy, Naturopathy, if such treatment is taken in a clinic/hospital recognized by the central and state government.
Pre-existing Diseases	Pre-existing diseases / Ailments are covered from day one All diseases and ailments are covered under the policy without any waiting period
30 days waiting period on specific diseases	Waived off
Day Care Treatment	Expense incurred during the Pre-hospitalization and Post-hospitalization period will be covered for 30 days prior to hospitalization and 90 days after discharge respectively. Day Care Treatment : Expenses on Hospitalization for minimum period of a day are admissible. However this limit will not apply in case of stay in hospital of less than a day for those ailments listed in the Bipartite Settlement / Joint Note (Clause 3.3 of Appendix - I) provided. a) If the surgery is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and; b) Which would have otherwise required hospitalization of more than a day.
Congenital Anomalies	Congenital Internal/External diseases, defects and anomalies are covered under the policy. Other diseases : Diseases such as Benign prostatic hypertrophy, hysterectomy, menorrhagia or fibromyoma, hernia, fistula in ano, piles, sinusitis, asthma and bronchitis are covered under the policy, Psychiatric and psychosomatic diseases are payable with or without hospitalization.
Psychiatric Ailment	Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization
All Advanced Medical Treatment	All new kinds of approved advanced medical procedures for eg- laser surgery, stem therapy for treatment of a disease is payable on hospitalization/day care surgery.
Treatment for accidents on OPD Basis	Treatment taken for accidents can be payable even on OPD basis in Hospital upto sum insured. Not Covered Minor injuries like Contused, Lacerated wound requiring suturing. Minor burns or injury requiring dressing.
Taxes and Charges	All Taxes, Surcharges, Service Charges, Registration charges, Admission Charges,



	<p>Nursing, IV Administration charges will be payable.</p> <p>Chargers for diapers and sanitary pads are payable if necessary as part of the treatment.</p> <p>Charges for hiring a nurse/attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU/ICCU.</p> <p>Neo natal nursing care or any other case where the patient is critical and requiring specialized nursing care.</p>
Genetic Disorder	Covered
Other Medical Treatment	<p>Treatment for Age related Macular Degeneration (ARMD)</p> <p>Age related macular degeneration (Neovascular) will be covered if diagnosis confirmed with flourescein angiography. Intravitreal injection of Lucentis, Macugen, Avastin or photodynamic laser therapy will be payable.</p> <p>Rotational Field Quantum magnetic Resonance (RFQMR)</p> <p>It will be covered if used for advanced osteoarthritis and for treatment of Cancer.</p> <p>Enhanced External Counter Pulsation (EECP)</p> <p>It will be covered for specific Indications –</p> <ul style="list-style-type: none"> • Angina or Angina equivalents with poor response to medical treatment and when patient is unwilling to undergo invasive revascularization procedures. • Ejection fraction is less than 35%. • Co-morbid conditions co-exist which increase the risk of surgery e.g. DM, Congestive Cardiac Failure, Cor. Pulmonale, Renal dysfunction. • Ischemic or Idiopathic Cardio myopathy.
External and Durable Equipment	Rental Charges for external and or Durable Medical equipment of any kind used for diagnosis and or treatment including CPAP,CAPO, Bi-PAP, Infusion pump, etc, will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
Cost of Artificial Limb	Covered
Phsiotherapy Charges	Physiotherapy charges shall be covered as recommended by attending doctor even if taken at home during the period of post hospitalization.
<p>NOTE: The above mentioned coverage of Group Mediclaim Policy are indicative only, detailed terms and conditions can be obtained through IBA guidelines in place or amended from time to time. SEPERATE ANNEXURE OF IBA IS ENCLOSED</p>	

INDICATIVE DAY CARE LIST:-

Expenses on Hospitalization for a minimum period of a day are admissible. However, this time limit shall not be applied to specific treatments, such as:-

Adenoidectomy	Haemo dialysis
Appendectomy	Fissurectomy/Fistulectomy
Auroplasty not cosmetic in nature	Mastoidectomy



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

Coronary angiography / Renal	Hydrocele
Coronary angioplasty	Hyserectomy
Dental surgery	Inguinal/ ventral/umbilical/femoral hemia
D & C	Parental chemotherapy
Excision of cyst / granuloma / lump / tumor	Polypectomy
Eye Surgery	Septoplasty
Fracture including hairline fracture/dislocation	Piles/fistula
Radiotherapy	Prostrate Surgeries
Chemotherapy including parental chemotherapy	Sinusitis surgeries
Ithotripsy	Tonsillectomy
Inscision and drainage of abscess	Liver aspiration
Varicolectomy	Scierotherapy
Wound suturing	Varicose Vein biopsies
FESS	All scopies along with biopsies
Operations/Micro surgical operations on Ascitic Pleural tapping	Lumber puncture

This condition will also not apply in case of stay in hospital of less than a day provided the treatment is undertaken under General or Local Anesthesia in a hospital/day care centre in less than a day because of technological advancement and which would have otherwise required hospitalization of more than a day.

POLICY EXCLUSION:

War like Operations :

Injury/disease directly or indirectly caused by or arising from or attributable to War, invasion, Act of Foreign enemy and War like operations (whether war be declared or not).

Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.

Vaccination or inoculation.

Cosmetic Surgeries :

Change of life or cosmetic or aesthetic treatment of any description is not covered.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Plastic surgery other than as may be necessitated due to an accident or as part of any illness.

Cost of spectacles and contact lenses, hearing aids.

Dental treatment or surgery of any kind which are done in a dental clinic and those that are cosmetic in nature.

Convalescence, rest cure and General debility.

Obesity treatment and its complications including morbid obesity.

Treatment for Venereal disease.

Intentional self-injury.

Use of intoxication drugs / alcohol.

Immune System :

All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB - III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.

Hospitalization for Investigations only :

Investigation which are not pertaining to the primary ailment, for which hospitalization is required are not covered unless recommended by attending doctor.

Vitamins and Tonics :

Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

Nuclear Weapons :

Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons / materials.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Non-Medical Expenses :

Charges for telephone, television, /barber or beauty services, food charges (other than patient's diet provided by hospital), baby food, cosmetics, tissue paper, toiletry items and similar incidental expenses.

Suicide

CLAIM SETTLEMENT PROCESS:

The selected Bidder must be technologically advanced so that claims can be filed online with the selected insurer. The selected insurer shall hand over Group Health Insurance Card in favour of the beneficiaries within 10 working days from the date of submission of the premium with the selected vendor. The beneficiaries shall be able to file their claims online by way of scanning of documents, bills, prescriptions, reports. The system generated claim form along with hard copies of the said bills to be collected from the Head Office and concerned regional Office by the duly authorised representatives of the selected vendor, upon proper acknowledgment, every week. Any loss or theft of such documents from the custody of the authorised representative of the Insurer will not be the responsibility of the Bank or the beneficiary. The Authorised Representative must visit the Head Office Regional Offices of Howrah, Hooghly, Burdwan and Birbhum every week.

The Corporate login id and password must be provided to the Head Office, Nodal Officer who shall monitor the claim process. Each Nodal Officer at Regional Offices to be provided with Corporate user id and password so as to enable them to monitor the claims lodged and also to ensure that claims are settled flawlessly.

No bills other than GST Bills to be allowed and the said rule is also applicable for alternative treatments from Central or State Govts.

No Claims lodged with the Bidder shall be cancelled or declined without the prior approval of the Bank and after giving reasons in writing. Every month the dump file must be shared with the Bank at the time of monthly review meeting.

TIME LINE:-

Endeavour must be made to settle the claim as early as possible preferably within 7 days and maximum within 30 days from the date of receiving the hard copies of the documents in support of the claim. In the event claim is not settled, the same shall be escalated as per escalation matrix in this SLA. In the event the claim is not settled within 30 days an interest @ 2% over the Bank rate shall be payable over the claim amount. In the event documents in support of the claim is lost either by



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

the insured and or insurer, a declaration to that effect will be sufficient to proceed for settlement of the claim

General Information

The objective is to ensure that this Group Medical Insurance plan is managed at a high service level and in the most cost-effective manner as possible. The insurer must have the flexibility necessary to respond to Bank's current and changing needs.

Bank's primary objective in conducting this RFP is to contract with an insurer who matches the desired plan design and contract provisions and

Demonstrates the ability to deliver high quality services across the country at a competitive price.

PLAN DESIGN AND RELATED DOCUMENTS:

i. Plan / Design:

The Policy shall be in the Name of Paschim Banga Gramin Bank and hence two separate policies should be issued: -

- a) In-Service Staffs with Domiciliary Treatment.
- b) Retired Staffs with /without Domiciliary Treatment.

The terms and conditions of the Policy shall be as per the Scheme of Medical insurance as per the 10th Bi-Partite Settlement for workman staff as described in the RFO section.

ii. RFP Terms and Conditions:

Following additional terms and conditions shall apply to the evaluation process:

- (b) Bidder warranties - By submitting a Response, the Bidder represents and warrants to Paschim Banga Gramin Bank that, as at the date of submission:
 - i. the Bidder has to fully disclose to Bank in its Responses all information which could reasonably be regarded as affecting in any way Bank's evaluation of the Response;
 - ii. all information contained in the Bidder's Response is true, accurate and complete and not misleading in anyway;



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

iii. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial, condition or upon Bank's reputation if the Response is successful;

iv. the Bidder will immediately notify Bank of the occurrence of any event, factor circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or Bank's reputation or render the Bidder unable to perform its obligations under the Bank agreement, if any or have a material adverse effect on the evaluation of the responses by Bank;

v. the Bidder has not and will not seek to influence any decisions of Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

vi. If selected, Bidder will not seek Medical examination of any employee or retired staff or family members for inclusion in the Policy.

CLAIMS PROCESS:

1. Intimation of Loss:

The Insured shall intimate every incident that may give rise to a claim under the policy to the Insurer in accordance with the conditions of the policy in question i.e. the incident or loss shall be notified immediately upon loss coming to notice by the following mode:

E-Mail Notification: (E-Notification) (cc: _____@_____.com)

Insurer's e-mail address:

Insurer Contacts E-mail Contact Nos.

Contact 1:-

Contact 2:-

Contact 3:-



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

Mobile Claim Notification:

In the event of emergency, the insured can send initial claim intimation via SMS/Email/Phone to the above mentioned mobile numbers of the insurers. However, such notifications shall be followed by a notification through PBGB Bank via e-mail or letter as soon as practically possible.

Whichever mode of notification is used, the notification shall be acted upon.

Cashless Facility

The insurer hereby assures the insured that the beneficiaries covered under the Group Health Policy shall be admitted without any formal paperwork. This clause is applicable for those Hospitals/Clinics/Nursing Homes with whom the Insurer is having cashless facility. Further, the Insurer, upon qualifying and after awarding of Letter of Intent, shall intimate that Client- M/s Paschim Banga Gramin Bank is their Client and no formal paperwork/email to be carried out for admission in emergency or serious cases. The Hospitals who are having tie-up arrangement with the Insurer shall not demand any cash at the time of admission of patients. It is the sole lookout of the Insurer to ensure and arrange for the same.

2. Action by the Insurer

The Insurer shall not insist on hard copy of claim form, save and except the system generated print out of the claim form. All claims must be filled up online through the designated account created per staff. A print out of the claim form with all pre filled details to be forwarded to Head Office/Regional Offices and Head Office/Regional Offices shall handover the documents(all Originals) to the designated representative of the Insurer. The representative must satisfy himself that he has collected all documents as per IRDA requirement and no questions pertaining to the documents shall be raised at a later end through email or otherwise. In the event any original document is torn/mutilated or lost in transit or misplaced either from the custody of the Bank or the beneficiary, a formal declaration on a plain paper along with the recommendations of the Insured is to be acted upon by the Insurer. Such declaration must state that the original scanned copy has been uploaded and no previous claim has been lodged against the said bill(s). In the event the claim form along with original documents is misplaced/lost by the representative of the Insurer, neither Bank nor the beneficiary shall forward any copy and if on that count the claim is not settled within the period of thirty days, Bank reserves the right to escalate the dispute and if the dispute persists beyond the period of 90 days bank reserves the right to settle the same from the bank Guarantee by invoking it in accordance with law.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

NOTE:- The representative must satisfy himself Before leaving the Head Office or Regional Office that all original documents as required has been collected and any later intimation(either by way of system generated email/or otherwise) regarding non-receipt of original documents or directing production of original documents will not be entertained by the Insured/beneficiaries.

The insurer shall within 24 hours of receiving the initial claim notification online send an email to the insured with copy to beneficiary stating the requirements. The hard copies of the said document along with system generated claim form must be collected from head Office/regional Office within 7 days from the date of lodging of claim. The insurer will monitor the claims and ensure all covered claims are settled within 7 working days of receiving all necessary documents required to service the claim.

The Insurer will always follow the principles and time-lines as set out within the Clause 9 of the IRDA (Protection of policyholders' interest) Regulations 2002. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

The Insurer shall share the monthly claim settlement report on the end of every month with the insured.

3. Settlement of Claims:

3.1. Dedicated account management team from Insurer's end.

3.2. Account review to be done on monthly basis with Bank Head Office, Nodal Officer.

3.3. Insurer will confirm whether a claim is admissible or not as per terms of the policy within 2 working days from the receipt of hard copy. If, in the opinion of the insurer, the claim is not admissible, then a detailed written explanation will be provided to the insured within the time frame of 2 days from the date of collection of hard copies.

3.4. **Final Payment:** Insurer will make payment for claim amount directly to the Beneficiary's account under advice to Bank, along with UTR No. and Date.

3.5. Insurer will accept all documents sent through E-mail and hard copies of the documents if required shall be collected by their representative from Head Office and Regional Offices weekly. Where documents cannot be shared due to their confidential nature or volume involved, the Insurer shall act upon the scanned documents only.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

3.6. If additional requirement/clarification is needed by the Insurer, Insurer to inform the same to Bank within 2 working days from the date of collection of hard copies of the documents.

3.7. Once all documents, as desired, have been received by the insurer, claim settlement should be effected within 3 working days.

3.8. In the event of claim not being settled within the prescribed time-frame of 30 days, the Insured shall follow the Grievance Escalation Matrix hereinafter mentioned.

- a. Complaint to _____(Name of Officer),_____(Designation), Ph. No._____, E-mail:_____(For 30 to 45 days)- Zonal Head
- b. Appeal to _____(Name of Officer),_____(Designation), Ph. No._____, E-mail:_____ (after 45 to 60 days)(Pan India)
- c. IRDA (above 60 days)Competent Authority

TIME LINE:-

Endeavour must be made to settle the claim as early as possible preferably within 7 days and maximum within 30 days. In the event claim is not settled, the same shall be escalated as per escalation matrix in this SLA. In the event the claim is not settled within 30 days an interest @ 2% over the Bank rate shall be payable over the claim amount. In the event interest is not paid, bank reserves the right to recover the said interest by invoking the performance bank guarantee.

DOCUMENTATION AND ISSUE OF POLICY DOCUMENTS:

1. **Issue of the Risk Held letter** - Insurer will immediately issue the Risk Held letter immediately from the time of receipt of Bank Guarantee / Premium cheque from Insured.
2. **Master Policy** - Policy documents will be issued by Insurer within 7 working days from the receipt of Payment and submission of the required information. For retirees the Policy Bond must be issued within 7 working days from the date of payment.
3. **Endorsements** - Endorsements for additions / deletions / amendments / refunds to the policies to be issued by Insurer within 5 working days from the date of receipt of the information/ premium.
4. **Monthly Claim MIS** - to be sent to Insured on a monthly basis along with Dump file at email address:-



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

5. **Monthly/Quarterly meeting and Report** - for discussion on claims and other pending issues, if any with Claim Report

GOVERNING LAW:

This SLA/RFP shall be governed and interpreted by and construed in accordance with the laws of India.

JURISDICTION:-

All disputes pertaining to the said RFP or SLA shall be confined within the jurisdiction of the nearest Court of the Bank.

ARBITRATION & CONCILIATION:-

The Bidder/Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

ii. The matter will be referred for negotiation between General Manager of the Bank and the Authorised Official of the Bidder/Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

iii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration & conciliation within 20 days of the failure of negotiations. Arbitration & conciliation (as opted) shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

iv. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the sole person it seeks to appoint as an sole arbitrator with a request to the other party to accept the appointment of such sole arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

v. The sole arbitrator shall hold his sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at West Bengal alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

vi. The Bidder/Vendor shall not be entitled to suspend its Service/s, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The reference to arbitration shall not restrict the parties' right to equitable remedies such as injunction, temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm.

On Behalf of the Insurer
Signature:
Name:
Designation:
Date:

On Behalf of the Bank
Signature:
Name:
Designation:
Date:



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE-O- PRE-CONTRACT INTEGRITY PACT

TO BE SIGNED ON A NON JUDICIAL SATMP PAPER AND DEPOSITED WITH TENDER

1. Whereas PASCHIM BANGA GRAMIN BANK, a Regional Rural Bank, incorporated under the RRB Act, 1976 having its registered address at Natabar Pal Road, Chatterjee para More, Tikiapara, Howrah- 711101 acting through its Personnel Administration Department, represented by General Manager / Chief Manager hereinafter referred to as the Buyer/Bank and the first party, proposes to procure (Group Mediclaim Policy for serving as well as retiree staff members) hereinafter referred to as Group Mediclaim Policy

And
 M/s _____ represented by _____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):



5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or form a cartel or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-bidder(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-bidder(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-bidder(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub- bidder(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original service provider in the business of group Mediciam insurance policies and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person(which includes both serving and retired staff as well), party, trade union, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /security deposit/Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the security deposit/ advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not quoted same or similar quotations at a price lower than that offered in the present Bid in respect of any other PSU or Public Sector Bank or RRBs and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar price was quoted by the Bidder to any other PSUs, Public Sector Bank or RRBs at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Howrah/Kolkata, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

13.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

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

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.3 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with Paschim Banga Gramin Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

17. The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER

Signature:

General Manager PBGBANK,Division

Place: Date:

Witness

1:

(Name & Address)

BIDDER * /SELLER* Signature:

Authorized Signatory (*)

Place: Date:

Witness

(Name & Address)



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

ANNEXURE

ANNEXURE

PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

PBGB

SEPERATE DOCUMENT ENCLOSED FOR ANNEXURE-P AND UPLOADED IN THE PORTAL

Medical Scheme for the Officers/ Employees of IBA Member Banks, parties to the Bipartite Settlement/ Joint Note dated 25th May 2015 in lieu of the Existing Hospitalization Scheme

The scheme covers expenses of the officers / employees and dependent in cases he/she shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and If such disease or injury shall require any such insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalization/domiciliary hospitalization and domiciliary treatment expenses as defined in the Scheme, for medical/surgical treatment at any Nursing Home/Hospital / Clinic (for domiciliary treatment)/ Day care Centre which are registered with the local bodies, in India as herein defined (hereinafter called HOSPITAL) as an inpatient or otherwise as specified as per the scheme, to the extent of the sum insured + Corporate buffer.

1.1. The Scheme Covers Employee + Spouse + Dependent Children + 2 dependent Parents /parents-in-law.

- No age limit for dependent children. (including step children and legally adopted children) A child would be considered dependent if their monthly income does not exceed Rs. 10,000/- per month; which is at present, or revised by Indian Banks' Association in due course. Widowed Daughter and dependant divorced / separated daughters, sisters including unmarried / divorced / abandoned or separated from husband/ widowed sisters and Crippled Child shall be considered as dependent for the purpose of this policy. Physically challenged Brother / Sister with 40% or more disability.
- No Age Limits for Dependent Parents. Either Dependent Parents or parents-in-law will be covered. Parents would be considered dependent if their monthly income does not exceed Rs. 10,000/- per month, which is at present, or revised by Indian Banks' Association in due course, and wholly dependent on the employee as defined in this scheme.

(The definition of family shall undergo a change as decided in due course in the negotiations)

(01)

Bank for U - Banking for All



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- 1.2.1 All New Officers / employees to be covered from the date of joining as per their appointment letter. For additions /deletions during policy period, premium to be charged /refunded on pro rata basis.
- 1.2.2 Continuity benefits coverage to officers / employees on retirement and also to the Retired Officers / employees, who may be inducted in the Scheme.
- 1.3 Sum Insured: Hospitalization and Domiciliary Treatment coverage as defined in the scheme per annum

Officers	: Rs.400000
Clerical Staff	: Rs.300000
Sub Staff	: Rs.300000

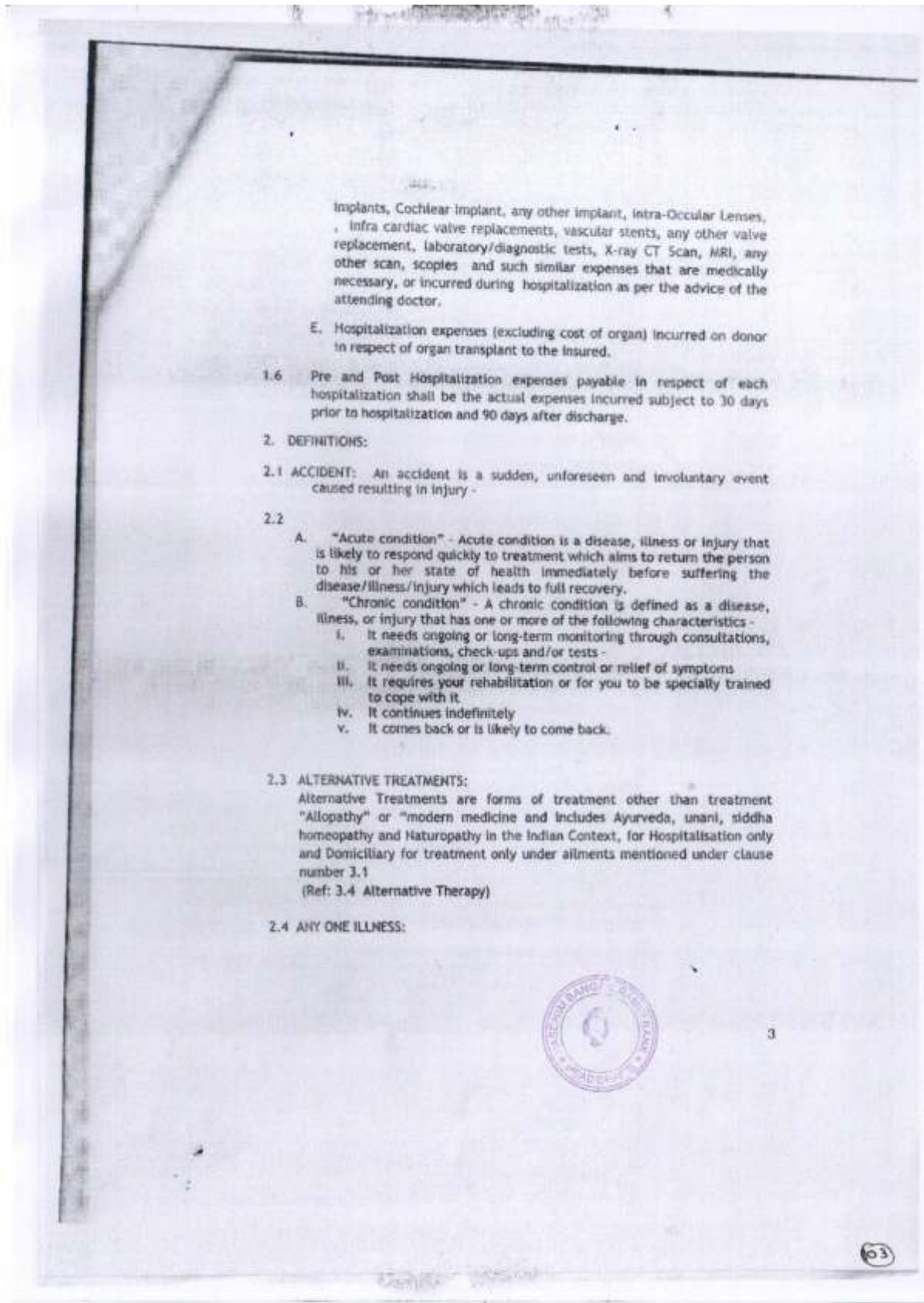
Change in sum insured after commencement of policy to be considered in case of promotion of the employee or vice versa.
- 1.4 Corporate Buffer: Rs. 100,00,00,000/- Corporate buffer may be appropriated as per the premium of the bank. If the Corporate buffer of one bank is exhausted, the remaining amount can be claimed from the unutilized corporate buffer of the other banks. Corporate Buffer can be authorized by the Management, through an Authorized person / Committee as decided by IBA / Bank, and informed directly to the THIRD PARTY ADMINISTRATOR by keeping the insurance company in the loop.
- 1.5 In the event of any claim becoming admissible under this scheme, the company will pay through Third Party Administrator to the Hospital / Nursing Home or insured the amount of such expenses as would fall under different heads mentioned below and as are reasonably and medically necessary incurred thereof by or on behalf of such insured but not exceeding the Sum Insured in aggregate mentioned in the schedule hereto.
 - A. Room and Boarding expenses as provided by the Hospital/Nursing Home not exceeding Rs. 5000 per day or the actual amount whichever is less.
 - B. Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount whichever is less.
 - C. Surgeon, team of surgeons, Assistant surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
 - D. Nursing Charges, Service Charges, IV Administration Charges, Nebulization Charges, RMO charges, Anaesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliances, OT consumables, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, Defibrillator, Ventilator, orthopaedic



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222





PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital / Nursing Home where treatment has been taken. Occurrence of the same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

2.5 CASHLESS FACILITY:

Cashless facility "means a facility extended by the insurer to the insured where the payments, of the cost of treatment undergone by the employee and the dependent family members of the insured in accordance with the policy terms and conditions, or directly made to the network provider by the insurer to the extent pre-authorization approved.

2.6 CONGENITAL ANOMALY:

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. Internal Congenital Anomaly which is not in the visible and accessible parts of the body
- b. External Congenital Anomaly which is in the visible and accessible parts of the body

2.7 CONDITION PRECEDENT:

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

2.8 CONTRIBUTION:

The Officers / employees will not share the cost of an indemnity claim on a ratable proportion from their personal Insurance Policies.

2.9 DAYCARE CENTRE:

A day care centre means any institution established for day care treatment of illness and/ or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-

- has qualified nursing staff under its employment.

104



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- has all qualified medical practitioner(s) in charge
- has a fully equipped operation theatre of its own where surgical procedures are carried out.
- maintains daily records of patients and will make these accessible to the insurance companies authorized personnel.

2.10 DAY CARE TREATMENT:

Day care Treatment refers to medical treatment and or surgical procedure which is

- undertaken under general or local anesthesia in a hospital/day care Centre in less than a day because of technological advancement, and
- Which would have otherwise required a hospitalisation of more than a day.

Treatment normally taken on an out patient basis is not included in the scope of this definition.

2.11 DOMICILIARY HOSPITALIZATION:

Domiciliary Hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- The condition of the patient is such that he/she is not in a condition to be removed to a hospital or
- The patient takes treatment at home on account of non-availability of room in a hospital.

2.12 DOMICILIARY TREATMENT

Treatment taken for specified diseases which may or may not require hospitalization as mentioned in the Scheme under clause Number 3.1

2.13 HOSPITAL / NURSING HOME:

A Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under

- Has qualified nursing staff under its employment round the clock.



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
- Has qualified medical practitioner(s) in charge round the clock;
- Has a fully equipped Operation Theatre of its own where surgical procedures are carried out;
- Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

The term "Hospital / Nursing Home" shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

This clause will however be relaxed in areas where it is difficult to find such hospitals.

2.14 HOSPITALIZATION:

Hospitalization means admission in a Hospital/Nursing Home for a minimum period of 24 consecutive hours of inpatient care except for specified procedures/treatments, where such admission could be for a period of less than a day, as mentioned in clauses 2.9 and 2.10

2.15 ID CARD:

ID Card means the identity card issued to the insured person by the THIRD PARTY ADMINISTRATOR to avail cashless facility in network hospitals.

2.16 ILLNESS:

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.

2.17 INJURY:

Injury means accidental physical bodily harm excluding illness or disease which is verified and certified by a medical practitioner.

However all types of Hospitalization is covered under the Scheme.

2.18 IN PATIENT CARE:

In Patient Care means treatment for which the insured person has to stay in a hospital for more than a day for a covered event.

2.19 INTENSIVE CARE UNIT:

6

106



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Intensive Care Unit means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated medical practitioner(s) and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

2.20 MATERNITY EXPENSES:

Maternity expenses/treatment shall include:

- a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).
- b) Expenses towards medical termination of pregnancy during the policy period.
- c) Complications on Maternity would be covered up to the Sum Insured plus the Corporate Buffer.

2.21 MEDICAL ADVICE:

Any consultation or advice from a medical practitioner/doctor including the issue of any prescription or repeat prescription.

2.22 MEDICAL EXPENSES:

Medical Expenses means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of illness or accident on the advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured.

2.23 MEDICALLY NECESSARY:

Medically necessary treatment is defined as any treatment, test, medication or stay in hospital or part of a stay in a hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
- must have been prescribed by a medical practitioner;
- must confirm to the professional standards widely accepted in international medical practice or by the medical community in India.

67



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

2.24 MEDICAL PRACTITIONER:

Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or the homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The term medical practitioner would include physician, specialist and surgeon.

(The Registered practitioner should not be the insured or close family members such as parents, parents-in-law, spouse and children.)

2.25 NETWORK PROVIDER:

Network Provider means hospitals or health care providers enlisted by an insurer or by a Third Party Administrator and insurer together to provide medical services to an insured on payment by a cashless facility.

The list of network hospitals is maintained by and available with the THIRD PARTY ADMINISTRATOR and the same is subject to amendment from time to time.

2.26 NEW BORN BABY:

A new born baby means baby born during the Policy Period aged between one day and 90 days, both days inclusive.

2.27 NON NETWORK :

Any hospital, day care Centre or other provider that is not part of the network.

2.28 NOTIFICATION OF CLAIM

Notification of claim is the process of notifying a claim to the Bank, insurer or Third Party Administrator as well as the address/telephone number to which it should be notified.

2.29 OPD TREATMENT:

OPD Treatment is one in which the insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of medical a practitioner. The insured is not admitted as a day care or in-patient.

2.30 PRE-EXISTING DISEASE:

Pre Existing Disease is any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment, prior to the first policy issued by the insurer.

8





PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

2.31 PRE - HOSPITALISATION MEDICAL EXPENSES:

Medical expenses incurred immediately 30 days before the insured person is hospitalized will be considered as part of a claim as mentioned under Item 1.2 above provided that;

- I. such medical expenses are incurred for the same condition for which the insured person's hospitalization was required and
- II. the inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

2.32 POST HOSPITALISATION MEDICAL EXPENSES:

Relevant medical expenses incurred immediately 90 days after the insured person is discharged from the hospital provided that;

- a. Such Medical expenses are incurred for the same condition for which the Insured Person's Hospitalization was required; and
- b. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

2.33 QUALIFIED NURSE:

Qualified Nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India and/or who is employed on recommendation of the attending medical practitioner.

2.34 REASONABLE AND CUSTOMARY CHARGES:

Reasonable Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.

2.35 ROOM RENT:

Room Rent shall mean the amount charged by the hospital for the occupancy of a bed on per day basis.

2.36 SUBROGATION:

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source. It shall exclude the medical / accident policies obtained by the insured person separately.

2.37 SURGERY:



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Surgery or surgical procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care Centre by a medical practitioner.

2.38 Third Party Administrator

Third Party Administrator means a Third Party Administrator who holds a valid License from Insurance Regulatory and Development Authority to act as a THIRD PARTY ADMINISTRATOR and is engaged by the Company for the provision of health services as specified in the agreement between the Company and Third Party Administrator.

2.39 UNPROVEN/EXPERIMENTAL TREATMENT:

Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is not based on established medical practice in India.

3. COVERAGES:

- 3.1 Domiciliary Hospitalization / Domiciliary Treatment : Medical expenses incurred in case of the following diseases which need Domiciliary Hospitalization /domiciliary treatment as may be certified by the attending medical practitioner and / or bank's medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100%

Cancer , Leukemia, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailments , Pleurisy , Leprosy, Kidney Ailment , All Seizure disorders, Parkinson's diseases, Psychiatric disorder including schizophrenia and psychotherapy , Diabetes and its complications, hypertension, Hepatitis -B , Hepatitis - C, Hemophilia, Myasthenia gravis, Wilson's disease, Ulcerative Colitis , Epidermolysis bullosa, Venous Thrombosis(not caused by smoking) Aplastic Anaemia, Psoriasis, Third Degree burns, Arthritis , Hypothyroidism , Hyperthyroidism expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukemia, Glaucoma, Tumor, Diptheria, Malaria, Non-Alcoholic Cirrhosis of Liver, Purpura, Typhoid, Accidents of Serious Nature , Cerebral Palsy, , Polio, All Strokes Leading to Paralysis, Haemorrhages caused by accidents, All animal/reptile/insect bite or sting , chronic pancreatitis, immuno suppressants, multiple sclerosis / motoneuron disease, status asthmaticus, sequelae of meningitis, osteoporosis, muscular dystrophies, sleep apnea syndrome(not related to obesity), any organ related (chronic) condition, sickle cell disease, systemic lupus erythematosus (SLE), any connective tissue disorder, varicose veins, thrombo embolism venous thrombosis/venous thrombo embolism (VTE)), growth disorders, Graves' disease, Chronic obstructive Pulmonary Disease, Chronic Bronchitis, Asthma,



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Physiotherapy and swine flu shall be considered for reimbursement under domiciliary treatment.

The cost of Medicines, Investigations, and consultations, etc. in respect of domiciliary treatment shall be reimbursed for the period stated by the specialist and / or the attending doctor and / or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.

- 3.2 Critical illness : To be provided to the employee only subject to a sum insured of Rs. 1,00,000/- . Cover starts on inception of the policy. In case an employee contracts a Critical Illness as listed below, the total sum insured of Rs.1,00,000/- is paid, as a benefit. This benefit is provided on first detection/diagnosis of the Critical illness.

- Cancer including Leukemia
- Stroke
- Paralysis
- By Pass Surgery
- Major Organ Transplant
- End Stage Liver Disease
- Heart Attack
- Kidney Failure
- Heart Valve Replacement Surgery

Hospitalization is not required to claim this benefit. Further the Employee can claim the cost of hospitalization on the same from the Group Medical Policy as cashless / reimbursement of expenses for the treatment taken by him.

- 3.3 Expenses on Hospitalization for minimum period of a day are admissible. However, this time limit is not applied to specific treatments, such as

1	Adenoidectomy	20	Haemo dialysis
2	Appendectomy	21	Fissurectomy / Fistulectomy
3	Ascitic / Pleural tapping	22	Mastoidectomy
4	Auroplasty not Cosmetic in nature	23	Hydrocele
5	Coronary angiography /Renal	24	Hysterectomy
6	Coronary angioplasty	25	Inguinal/ ventral/ umbilical/ femoral hernia
7	Dental surgery	26	Parenteral chemotherapy

11





PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

8	D&C	27	Polypectomy
9	Excision of cyst/ granuloma/lump/tumor		
10	Eye surgery	28	Septoplasty
11	Fracture including hairline fracture /dislocation	29	Piles/ fistula
12	Radiotherapy	30	Prostate surgeries
13	Chemotherapy including parental chemotherapy	31	Sinusitis surgeries
14	Lithotripsy	32	Tonsillectomy
15	Incision and drainage of abscess	33	Liver aspiration
16	Varicocelelectomy	34	Sclerotherapy
17	Wound suturing	35	Varicose Vein Ligation
18	FESS	36	All scopes along with biopsies
19	Operations/Micro surgical operations on the nose, middle ear/Internal ear, tongue, mouth, face, tonsils & adenoids, salivary glands & salivary ducts, breast, skin & subcutaneous tissues, digestive tract, female/male sexual organs.	37	Lumbar puncture

This condition will also not apply in case of stay in hospital of less than a day provided -

- The treatment is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and
 - Which would have otherwise required hospitalization of more than a day.
- 3.4 Alternative Therapy : Reimbursement of Expenses for hospitalization or domiciliary treatment (under clause 3.1) under the recognized system of medicines , viz, Ayurvedic ,Unani, Sidha, Homeopathy , Naturopathy , If such treatment is taken in a clinic /hospital registered, by the central and state government .

3.5 MATERNITY EXPENSES BENEFIT EXTENSION

The hospitalization expenses in respect of the new born child can be covered within the Mother's Maternity expenses. The maximum benefit allowable under this clause will be up to Rs. 50000/- for Normal Delivery and Rs. 75,000/- for Caesarean Section.

Special conditions applicable to Maternity expenses Benefit Extension:

12

(112)



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- I. 9 months waiting period under maternity benefit will be waived from the policy.
 - II. Pre-natal & post natal charges in respect of maternity benefit are covered under the policy up to 30 days and 60 days only, unless the same requires hospitalization.
 - III. Missed Abortions, Miscarriage or abortions induced by accidents are covered under the limit of Maternity
 - IV. Complications in Maternity including operations for extra uterine pregnancy ectopic pregnancy would be covered in the up to the Sum Insured + Corporate Buffer
 - V. Expenses Incurred for Medical Termination of Pregnancy
 - VI. Claim in respect of delivery to be given irrespective of the number of children
- 3.6 Baby Day one Cover: New born baby is covered from day one. All expenses incurred on the new born baby during maternity will be covered in addition to the maternity limit up to Rs, 20000/-.
- However if the baby contacts any illness the same shall be considered in the Sum Insured + Corporate buffer. Baby to be taken as an additional member within the normal family floater.
- 3.7 Ambulance Charges: Ambulance charges are payable up to Rs 2500/- per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses in actual maximum up to Rs750/- per trip.
Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/ medical complication shall be payable in full.
- 3.8 Pre- Existing Diseases / Ailments: Pre-existing diseases are covered under the scheme.
- 3.9 Congenital Anomalies: Expenses for Treatment of Congenital Internal / External diseases, defects anomalies are covered under the policy
- 3.10 Psychiatric diseases: Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization.
- 3.11 Advanced Medical Treatment: All new kinds of approved advanced medical procedures for e.g. laser surgery, stem cell therapy for treatment of a disease is payable on hospitalization / day care surgery.



13

113



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

3.12 Treatment taken for Accidents can be payable even on OPD basis in Hospital up to Sum Insured.

3.13 Taxes and other Charges : All Taxes , Surcharges , Service Charges , Registration charges , Admission Charges , Nursing , and Administration charges to be payable.

Charges for diapers and sanitary pads are payable if necessary as part of the treatment

Charges for Hiring a nurse / attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU / CCU, Neo natal nursing care or any other case where the patient is critical and requiring special care.

3.14 Treatment for Genetic Disorder and stem cell therapy is covered under the scheme.

3.15 Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. are covered under the scheme. Treatment for all neurological/ macular degenerative disorders shall be covered under the scheme.

3.16 Rental Charges for External and or durable Medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Bi-PAP, Infusion pump etc. will be covered under the scheme. However purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.

3.17 Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, elastocrepe bandages, external orthopaedic pads, sub cutaneous insulin pump, Diabetic foot wear, Glucometer (including Glucose Test Strips)/ Nebulizer/ prosthetic device/ Thermometer, alpha / water bed and similar related items etc., will be covered under the scheme.

3.18 Physiotherapy charges: Physiotherapy charges shall be covered for the period specified by the Medical Practitioner even if taken at home.

All claims admitted in respect of any/all Insured person/s during the period of insurance shall not exceed the Sum Insured stated in the schedule and Corporate Buffer if allocated.

4. EXCLUSIONS:

14

(114)



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

- 4.1 Injury / disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign enemy, War like operations (whether war be declared or not).
- 4.2
 - a. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.
 - b. Vaccination or inoculation.
 - c. Change of life or cosmetic or aesthetic treatment of any description is not covered.
 - d. Plastic surgery other than as may be necessitated due to an accident or as part of any illness.
- 4.3 Cost of spectacles and contact lenses, hearing aids. Other than Intra-Ocular Lenses and Cochlear Implant.
- 4.4 Dental treatment or surgery of any kind which are done in a dental clinic and those that are cosmetic in nature.
- 4.5 Convalescence, rest cure, Obesity treatment and its complications including morbid obesity, , treatment relating disorders, Venereal disease, Intentional self-injury and use of intoxication drugs / alcohol.
- 4.6 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLV - III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 4.7 Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home, unless recommended by the attending doctor.
- 4.8 Expenses on vitamins and tonics unless forming part of treatment for injury or diseases as certified by the attending physician

15

(115)



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

- 4.9 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials.
- 4.10 All non-medical expenses including convenience items for personal comfort such as charges for telephone, television, /barber or beauty services, diet charges, baby food, cosmetics, tissue paper, diapers, sanitary pads, toiletry items and similar incidental expenses, unless and otherwise they are necessitated during the course of treatment.
5. CONDITIONS:
- 5.1 Contract: the proposal form, declaration, and the policy issued shall constitute the complete contract of insurance.
- 5.2 Every notice or communication regarding hospitalization or claim to be given or made under this Policy shall be communicated to the office of the Bank, dealing with Medical Claims, and/or the THIRD PARTY ADMINISTRATOR office as shown in the Schedule. Other matters relating to the policy may be communicated to the policy issuing office.
- 5.3 The premium payable under this Policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the company signed by a duly authorized official of the company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be a condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid unless made in writing and signed by an authorised official of the Company.
- 5.4 Notice of Communication: Upon the happening of any event which may give rise to a claim under this Policy notice with full particulars shall be sent to the Bank or Regional Office or THIRD PARTY ADMINISTRATOR named in the schedule at the earliest in case of emergency hospitalization within 7 days from the time of Hospitalisation/Domiciliary Hospitalisation.
- 5.5 All supporting documents relating to the claim must be filed with the office of the Bank dealing with the claims or THIRD PARTY ADMINISTRATOR within 30 days from the date of discharge from the hospital. In case of post-hospitalisation, treatment (limited to 90 days), (as mentioned in para 2.32) all claim documents should be submitted within 30 days after completion of such treatment.

16

116



PBGB



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
Chatterjee Para More, Tikiapara,
Howrah- 711 101, Phone No.: 18003450222

Note: Waiver of these Conditions 5.4 and 5.5 may be considered in extreme cases of hardship where it is proved to the satisfaction of the Bank that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or deliberate or file claim within the prescribed time-limit. The same would be waived by the TPA without reference to the Insurance Company.

5.5.1 The Insured Person shall obtain and furnish to the office of the Bank dealing with the claims / THIRD PARTY ADMINISTRATOR with all original bills, receipts and other documents upon which a claim is based and shall also give such additional information and assistance as the Bank through the THIRD PARTY ADMINISTRATOR/Company may require in dealing with the claim.

5.5.2 Any medical practitioner authorised by the Bank / Third Party Administrator / shall be allowed to examine the Insured Person in case of any alleged injury or disease leading to Hospitalisation, if so required.

5.6 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.

5.7 DISCLOSURE TO INFORMATION NORM

The claim shall be rejected in the event of misrepresentation, misdescription or non-disclosure of any material fact.

5.8 Claims will be managed through the same Office of the Bank from where it is managed at present. The Insurance Companies third party administrator will be setting up a help desk at that office and supporting the bank in clearing all the claims on real time basis.

5.9 In case of rejection of claims it would go through a Committee set up of the Bank, Third Party Administrator and United India Insurance Co Ltd. unless rejected by the committee in real time the claim should not be rejected.

5.10 There would be a continuity of this Scheme / benefits to the Retiring Officers / employees and their family and also to the Retired Officers / employees and their family.

17



117



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

FREQUENTLY ASKED QUESTIONS:-

SL. NO.	FAQ	REPLY OF BANK
1	Claim dump serving	Data upto January 2024 is available and will be shared as and when demanded- PAD- Smt. Ali Ganguli- ho.ins@pbgb.co.in
2	MIS -Serving	Same as above
3	Claim Dump Retiree	Same as above
4	MIS Retiree	Same as above
5	No. of Employees at the inception of the Policy Serving	971(514-Officers+457 Award Staffs)
6	No. of Employees at the inception of the Policy - Retiree	405(Officers- 342+Award Staff- 63)
7	Age Demography of Officer Serving	Age 21 to 30 yrs- 138 nos. Age 31 to 40 yrs-273 nos. Age 41 to 50yrs- 19 nos Age 41 to 60yrs- 84 nos.
8	Age Demography of Award Staff	Age 21 to 30 yrs- 66 nos. Age 31 to 40 yrs-177 nos. Age 41 to 50yrs- 82 nos. Age 41 to 60yrs- 132 nos.
9	Age Demography of Retiree Officers who participated in the existing Policy	Age 61 to 70 yrs- 283 Age 71 and above- 59
10	Age Demography of Retiree Award Staff who participated in the existing Policy	Age 61 to 70 yrs- 59 Age 71 and above- 4
11	No. of lives at the inception of the policy.	3350
12	No. of Lives as on date in expiring policy.	3310
13	Premium Amount for serving	3.27Cr.
14	Premium Amount for retiree	1.02Cr.
15	No. of Employees at the inception of Policy (with Domiciliary Hosp. add on)	Only for retirees Officer 80 and award staff- 12
16	No. of Employees at the inception of Policy without Domiciliary hosp. Add on.	Only for retirees Officer 260 and award staff- 51



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

17	No. of lives as on date in the expiring policy with domiciliary hosp add on.	NA
18	No. of lives as on date in the expiring policy without domiciliary hosp add on.	NA
19	No. of Officers availing top up	50
20	No. of Award Staff availing top up	33
21	No. of employees at the expiry of the policy retiree	1107
22	Total no. of lives covered-Serving	3401
23	Total no. of lives covered - Retiree	774
24	Utilization of critical illness	As per extant IBA guidelines
25	Critical illness utilization	As per extant IBA guidelines
26	Any deviation from IBA Policy	NO
27	Last 3 years dump	Will be shared as and when sought
28	Total premium at the inception and expiry	2.77
29	Top up Policy	Exclusive discretion fo the staff member and Bank has no role to play in it.
30	%age of deviation will be there from expected members of retirees policy to actual members of retiree policy	5%
31	%age of deviation will be there from expected members of in-service policy to actual members of in-service policy	5%
32	Copy of existing Policy Serving	Cannot be provided
33	Copy of existing Policy-Retiree	Cannot be provided
34	Barred from depositing tender money as public sector general Insurance and waive off	May be considered subject to specific approval from the Competent Authority and upon production of relevant documents.
35	Rates specific for serving and Retiree	NA
36	Whether renewal or fresh	Fresh



PASCHIM BANGA GRAMIN BANK
HEAD OFFICE: Natabar Paul Road,
 Chatterjee Para More, Tikiapara,
 Howrah- 711 101, Phone No.: 18003450222

PBGB

	policy	
37	Do we need to submit financial bid and technical bid separately for existing and retired employees	Yes separately for existing and retiree. Technical and Financial bids to be submitted separately in separate envelops.
38	Document to be acknowledged at the time of submission of bid.	Entire RFP along with Annexure must be accepted unconditionally and Annexure L and Annexure-O to be submitted with Stamp paper of Denomination.
39	Service Level Agreement	To be accepted along with the signing of the Bid. L1 Bidder will be communicated to deposit the 10% of the performance bank Guarantee and thereafter work order will be issued. Non submission of the Performance Bank Guarantee will disqualify the bidder.
40	Non- Disclosure Agreement and pre contract integrity pact	To be drafted on Non Judicial Stamp Paper and to be submitted along with the Bid.
41	Performance Bank Guarantee	L1 Bidder will be required to submit the performance bank guarantee and thereafter the work order will be issued.
42	POA or Board resolution	As per extant rules of the respective Company
43	No. of claims not processed during the FY 2020-21;2021-22;2022-23	Specific figures and aggregate amount involved for each Financial year.