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भारतीय नौकानयन महामंडळ मर्यादित

(भारत सरकार का उद्यम)

पंजीकृत कार्यालय: शिपिंग हाउस, 245 मादाम कामा रोड, मुंबई - 400 021.

फोन: 91-22-2202 6666, 2277 2000 फैक्स: 91-22-2202 6905 वेबसाइट: www.shipindia.com

The Shipping Corporation Of India Ltd.

(A GOVERNMENT OF INDIA ENTERPRISE)

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सीआईएन/CIN-L63030MH1950G0I008033

TECHNICAL OFFER PART – I

TENDER TERMS AND CONDITION.

Tender for group Post Retirement Medical Scheme (PRMS) for SCI's retired shore employees retired on or after 01.01.2007 for policy year 2020-21.

Overview

1. Sealed tenders are invited by the Shipping Corporation of India Limited, hereinafter referred to as the "Corporation", from Indian General Insurance Companies for Fresh Group Medical Scheme for its retired-employees retired on or after 01.01.2007 and their spouses (561 families / 1034 beneficiaries) for Policy period 2020-21 which was earlier a self-funded program managed by SCI. Detailed Specifications of the Scheme are given from Page 13 onwards of technical offer Part I.
2. The details of members list for the scheme and previous three policy year's claims data is given as below:

Member List as on 29.02.2020:

RANK	TOTAL NO OF FAMILIES	EMPLOYEES LIVING	SPOUSE LIVING	TOTAL BANEFIICIARIES
CMD & DIRECTOR	15	15	15	30
ED, GM, DGM, CM & SMUG	191	184	185	369
SM, MGR UG, MGR, DMUG	152	138	143	281
DM, AM UG, AM, SHUG,	102	92	96	188
STAFF / All other categories of regular employees.	101	74	92	166
Total	561	503	531	1034

Note: ED - Executive Director, GM- General Manager, DGM - Deputy General Manager, CM – Chief Manager, SMUG – Senior Manager upgraded, SM – Senior Manager, MGR UG – Manager upgraded, MGR – Manager, DMUG – deputy Manager Upgraded, DM – Deputy Manager, AM UG – Assistant Manager upgraded, AM – Assistant Manager, SHUD – Section Head Upgraded.

Staff includes - Driver, Daphtary, Peon / Hamal, Upgraded Assistant, Upgraded Driver, Upgraded Daphtary, Upgraded Peon / Hamal, Assistant, Section Head.

No. of Retired Employees living

Age as on 29.02.2020

Grades / Age -->	Less than 60 yrs	60 – 65	66 – 70	71 – 75	76 – 80	> 80	Living Retired employees
CMD & DIRECTOR	1	8	4	2	0	0	15
ED, GM, DGM, CM, SMUG	6	73	79	26	0	0	184
SM, MGR UG, MGR, DM UG	5	58	54	21	0	0	138
DM, AM UG, AM, SHUG	5	31	41	15	0	0	92
STAFF/ All other categories of regular employees	1	35	31	7	0	0	74
TOTAL	18	205	209	71	0	0	503

No. of SPOUSE Living	Age as on 29.02.2020						Living spouse
	Less than 60 yrs	60 – 65	66 – 70	71 – 75	76 – 80	> 80	
GRADES / AGE -->							
CMD & DIRECTOR	7	6	0	2	0	0	15
ED, GM, DGM, CM, SMUG	66	61	44	14	0	0	185
SM, MGR UG, MGR,DM UG	49	52	29	13	0	0	143
DM, AM UG, AM, SHUG	33	33	20	9	1	0	96
STAFF/ All other categories of regular employees	44	31	11	6	0	0	92
TOTAL	199	183	104	44	1	0	531

Claims Data: The total number of hospitalization Claims and the total amount of claims incurred for last three financial years are as below.

Year	No of Claims	Claimed Amount
2016-2017	59	Rs. 71,63,091
2017-2018	68	Rs. 67,35,727
2018-2019	64	Rs. 60,55,657
2019-2020 (as on 29.02.2020)	53	Rs. 73,54,652

3. Bidders are requested to read carefully the instructions contained in the tender and submit their offer in line with the requirement indicated in the cover letter.

INSTRUCTION TO BIDDERS

4. **Eligibility Criteria:**

The tenderers must have following eligibility criteria to be considered for the tender:

- i. The Bidder / Insurance Co. should be a 'non-life' Insurance Company registered under Insurance Regulatory and Development Authority of India (IRDAI). Standalone Health Insurers are also eligible provided they have license issued by IRDAI, along with other General Insurance Companies licensed by IRDAI. Tenderers shall note that only those insurance companies who have experience of a minimum period of 2 years in last 5 years in providing medical insurance policies would be considered for this tender.
- ii. Bidder's Commercial Strength should have –
 - a. Gross Total Premium underwritten for FY 2018-19 should be above Rs. 100 crores.
 - b. Health premium (excluding Govt. sponsored schemes) for the FY 2018-19, should be more than Rs. 50 crores.
- iii. Insurance Co. must have an experience of operating Group / Corporate Medical Policies where total lives covered are 5000 lives for FY 2018-19.
- iv. Insurance Co. must have an experience in handling Retiree Group Medical Scheme for FY 2018-19.

- v. Insurance company should have handled at least one medical schemes of PSU / Government organisations in any one of the last 3 financial years (FY 2016-17, FY 2017-18, FY 2018-19).
- vi. The bidder must not have been blacklisted by Central / State Government Department(s) / Agency / PSU in the last 5 financial years (FY 2014-15, FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19).

5. Integrity Pact and Banning Guidelines:

The bidder shall submit the tender along with the “Integrity Pact” and Banning Guidelines, issued along with the tender document (Annexure VII) duly signed on all pages and details filled in properly. All pages of the Integrity Pact (including Banning Guidelines) shall be signed by the same signatory who signs the tender document and has the authority on behalf of the CEO of the company he represents. The acceptance of Integrity Pact (including Banning Guidelines) shall be unconditional and the bidder must not change any contents of the Integrity Pact (including Banning Guidelines). The signed Integrity Pact (including Banning Guidelines) should be enclosed with the technical bid. Tenders received without the signed Integrity Pact (including Banning Guidelines) and / or without details filled in, shall be rejected.

The contact details of the Independent External Monitor are as follows:

- (i) Dr. Sarat Kumar Acharya,
E-mail: sarat777@rediffmail.com
- (ii) Mr. Vishnu Agrawal,
E-mail: agrawal.vishnu@gmail.com

6. Period of Contract:

The contract will be for a period of three years, from the date of commencement of contract as decided by the Corporation, with a provision of two annual roll-overs after expiry of the 1st year policy period. After the expiry of the 1st / 2nd year policy period, the roll-over will be subject to satisfactory performance of the contractor and at SCI’s sole discretion. Roll over provision is as specified below:

Claims Ratio - The total premium payable at renewal (2021-22 onwards) of the Group Policy next year will be adjusted at the following scale depending upon the incurred claims ratio for the entire group insured under the Group Medical insurance policy for the preceding year.

Incurring Claim ratio under the group policy	BONUS / MALUS %
Less than 60%	15% discount.
Between 60% to 99.99%	No increase
100% – 110.99%	7.5% loading
111% – 125.99%	15% loading
126% – 140%	25% loading
Above 140%	To be negotiated with Insurance company

Note:

- For the purpose of calculating the claims ratio, claims of current policy year will be considered i.e. policy year 2020-21 will be relevant year for renewal of policy year 2021-22.
- The rollover of contract will be at the sole discretion of SCI.
- In event the Incurred claim ratio is below 60% then insurer should offer a 15% discount in the renewal premium.

7. Amendment to tender notice:

All future updates (if any) such as, change in due date for submission of bids, issue of corrigendum, etc. shall only be notified on SCI website www.shipindia.com and GOI e-procure website, <http://eprocure.gov.in>. Bidders are requested to keep visiting these websites for updates as no press advertisement will be released for the same.

- 8. Third Party Administrator (TPA):** Insurer should appoint a financially sound Third Party Administrator (TPA) for effective claims management. TPA selection parameters are included in Annexure VI and should be considered by the insurer. SCI reserves the right to seek a change of TPA after giving due notice, at any time during the currency of the policy without assigning any reasons

PREPARATION OF BIDS

- 9.** Tenderers shall note that SCI has not employed any broker/advisors/consultants for processing this insurance cover. In other words, **tenderers are requested to quote directly without involving any broker/ intermediary.**

10. The Bid shall comprise of the following:

- i. Technical Offer Part – I.
- ii. Price Offer Part – II.

- 11. Documents comprising the Bid:** The bid prepared by the Bidder shall comprise of the following components:

- i. Technical offer Part I and Price offer Part II, as per format provided, complete in accordance with Instructions to Bidders stated in this tender.
- ii. Documentary evidence, in accordance with the Eligibility Criteria establishing that the Bidder is eligible to bid and is qualified to perform the Contract if its Bid is accepted.

- 12.** The Bidder shall submit his Bid complete in all respects along with the Price Bid and all details as desired in the tender, including complete specifications.

13. Validity of the tender:

- i. Each Bidder shall keep his Technical offer firm and valid for acceptance by SCI for 30 (Thirty) days from the date of opening of technical bids and price bids valid for 90 (Ninety) days from the date of Price-Bid opening.

In case, SCI calls the L1 party for negotiations, such negotiations shall not amount to

cancellation or withdrawal of the original offer which shall be binding on the tenderers unless otherwise agreed upon

- ii. In exceptional circumstances, prior to expiry of the original Bid validity period, SCI may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing. A Bidder accepting the request will neither be required nor permitted to modify its Bid.

14. Format for the Bid:

- i. The Bidder shall prepare the Bid in two parts i.e. Technical offer Part-I and Price offer Part-II as per the format provided in this tender. Each page of the entire bid to be numbered serially.
- ii. Each page of this tender should be signed by the authorised officer(s) of the Bidder, as a token of acceptance of SCI's terms and conditions.
- iii. Failure to furnish correct and detailed information as called for, may render the concerned Bid liable to rejection. In case, incorrect information/ detail is encountered/ surfaced in future, suitable legal action shall be taken against the Tenderer, which shall be inclusive of, but not exhaustive of, rejection of Bid/ Contract.

15. Authorization and Attestation: Tenders shall be signed by persons duly authorized / empowered by General Manager / Deputy General Manager (in case of Public Sector) or Chief Underwriter / CEO (In case of Private Sector). An attested copy of the authority letter from competent authority / Power of Attorney/ Board Resolution followed by linking successive Power of Attorney (ies), to be attached.(Refer Annexure VIII)

SUBMISSION OF BIDS

16. Sealing and Marking of Bids:

- i. The detailed offer together with its enclosures should be submitted in original in two parts:

PART I : TECHNICAL OFFER

PART II : PRICE OFFER (as per the given format)

- ii. Each part of the offer together with its enclosures should be placed in separate envelopes which should bear, in block capital letters the superscription "**Tender for Post Retirement Medical Scheme (PRMS) of SCI's retired shore employees retired on or after 01.01.2007 for policy year 2020-21**"

The two envelopes should be sealed separately.

- iii. The two envelopes referred to, in Para as above, should be placed in another envelope which should be addressed to the:

**GENERAL MANAGER (Purchase & Services)
The Shipping Corporation of India Limited,
"Shipping House", 12th Floor,
245, Madame Cama Road, Mumbai – 400021**

and should bear, in Block Capital Letters, the superscription "**Tender for Post Retirement Medical Scheme (PRMS) of SCI's retired shore employees retired on or after 01.01.2007 for policy year 2020-21**". This envelope should also be sealed. The name & address of the Bidder should be mentioned on this envelope as well as on the envelopes containing Part 'I' and Part 'II'.

- iv. If the outer envelope is not sealed and marked as required by Para as above, SCI will assume no responsibility for the Bid's misplacement or premature opening.
- v. Copies of the Bid should not be sent to any other offices of SCI except as mentioned in this tender.
- vi. While submitting the bid, bidders must ensure that bids are in compliance to the regulations applicable under various statutes. Any fine, penalty or expenses due to breach arising thereon will be borne by the bidder. SCI will bear no financial implication on this account.

17. Submission of Price Offer (for Premium to be paid):

Price offer Part II is to be submitted on yearly premium basis and will have to be submitted in a separate envelop along with the Technical offer. The premium should be inclusive of all charges (excluding GST) as mandated under IRDA guidelines. No subsequent increase in premium rates will be allowed under any circumstances.

18. Due date for Submission of Bids:

- i. Tenders must be received by SCI at the address as specified above not later than **17:00hrs (IST) on 24th April 2020.**
- ii. SCI may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents, in which case, all the rights and obligations of SCI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Bids:

- ii. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by SCI prior to the due date of submission of Bids.
- iii. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Para 13 above. A withdrawal notice may also be sent by mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iv. No Bid may be modified subsequent to the deadline for submission of Bids.
- v. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

BID OPENING AND EVALUATION

20. Opening of Bids by SCI:

- i. SCI will endeavour to open Technical Bid (Part-I) in the presence of Bidders' authorised representatives who choose to attend, at **15:00 hrs (IST) on 27th April 2020.** The Bidders' representatives who are present shall sign their attendance.
- ii. Offers received after due date and time or incomplete in any form, shall be summarily rejected.

21. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Technical Bids, SCI may, at its discretion, ask the Bidder for a clarification on the Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22. **Evaluation and Comparison of Bids:** SCI will conduct a two-stage evaluation of the bids submitted by the bidders:

Stage 1: Technical bid evaluation.

The Technical Bid shall endeavoured to be opened on **27th April 2020 (15:00 hrs).** The assessment of the bids shall take into account the score in the technical parameters and the acceptance of SCI's Integrity Pact (including Banning Guidelines) by the bidder. Bidders scoring equal to or more than 60% marks as per the evaluation in Technical Bid, will qualify for Price Bid opening.

In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SCI, in respect of capabilities and performance of the tenderer, after receipt of Tender but before the opening of the Price Bids, the quotation/ tender submitted by such Tenderer shall be rejected on the basis of recorded reasons and with the approval of the Competent Authority. If such report is received after opening of the price bids, then also the quotation/ tender of that tenderer shall be rejected after recording the reasons and with the approval of the Competent Authority.

Stage 2: Price Evaluation.

Price Bids of only technically qualified Bidders are endeavored to be opened on **04th May 2020 at 11:00 hrs.** The sealed price-bids of only qualified Bidders will be opened to evaluate and compare the price-bids the basis of overall quoted premium for SCI as a whole.

Determination of L1 will be based on the basis of total annual premium which is derived including all benefits specified in price offer Part II of the tender. SCI is not bound to accept the lowest or any Bid, in full or in part.

During the evaluation of Price Bids, SCI will correct arithmetical errors on the following basis.

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Corporation, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- iv. If the Bidder does not accept the correction of errors, its Bid shall be liable to be disqualified.

23. Letter of Acceptance (LOA) and Formation of Contract:

- i. Prior to the expiration of the period of Bid validity, SCI will notify the successful Bidder(s) by a Letter of Acceptance (LOA) and the same has to be acknowledged by the successful bidder(s) in writing.
 - ii. All the documents issued by SCI as well as accepted by it up to the stage of premium payment will form part of the contract and read together.
24. **Premium:** Evaluation of L-1 tenderer will be done on the basis of annual premium for SCI as a whole. Premium to be quoted in the Price Bids only and no indication w.r.t quoted premium is to be given in Technical Bid, which may lead to rejection of the bid.
25. **Guidelines issued by IRDAI & TAC** from time to time with regard to Insurer's responsibility & liability towards insured, shall be automatically applicable to this Insurance contract. Further, Protection of Policyholder's interest Regulations, 2017 issued by IRDAI shall also be applicable to this Contract. Refer Annexure IX.
26. Bids not fulfilling the eligibility criteria shall not be entertained.
27. Once assigned, the post retirement medical policy for the policy year 2020 – 21, the Insurance Company shall have no right to unilaterally terminate the operation of the policy mid-policy period(s).
28. In case two provisions to the tender are considered to be contradictory, the same shall be pointed out and SCI's decision in this respect will be final. In case of any difference in interpretation of any clause, SCI's decision will be final and binding on both parties.
29. **Confidentiality Clause:**

The Bidder shall not use any documents, data and other information received from the SCI for any purpose other than the medical scheme related work and services

as are required for the Performance of the Contract. Similarly, reports and/or designs/layouts prepared by the bidder for SCI under the contract shall not be reproduced/disclosed elsewhere without prior explicit written approval from SCI.

30. GST:

- i. Tenderer should have a valid GST registration number. Tenderer should indicate GSTIN Number of the company and a copy of GST registration to be enclosed along with copy of PAN card with the tender document technical offer. Tender will be considered / accepted, if & only if the tenderer has a valid GST Registration No.
- ii. The tenderer upon award of the contract should –
 - a. Upload the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - b. The Tax Invoice submitted to CORPORATION should be GST compliant.
- iii. In case of discrepancy in the data uploaded by valuer in the GSTN portal or in case of any incomplete work / service, then CORPORATION will not be able to avail the tax credit and will notify the valuer of the same. The valuer has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- iv. The Prices quoted in the price offer must be inclusive of all taxes and duties, if any, and exclusive of GST, which will be payable extra as per prevailing rates.

31. Disqualification:

The tender is liable to be disqualified if:

- (a). Not submitted in accordance with terms and conditions of the Tender.
- (b). The tenderer qualifies the tender with his own conditions.
- (c). Received after due date and time.
- (d). Tender not accompanied by all requisite documents.
- (e). Information submitted in Technical Offer is found to be incorrect or false at any time during the processing of the tender.
- (f). The contractor is not ready to provide his services from applicable date.
- (g). Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all the Tenderers are liable to be disqualified.
- (h). Price offer not submitted in format provided in Price offer part (ii) of the tender.

32. Arbitration:

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender / contract or the validity or breach thereof, shall first be an attempt to mutually settle the same amicably. If however, the said

settlement being not possible shall thereafter be referred to a Sole Arbitrator, to be appointed / nominated by the Corporation.

The venue of the said Arbitration shall be at MUMBAI, INDIA.

And the provisions of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

33. If any trend of cartel formation is observed in the tendering process, bids of all tenderers involved in cartel formation are liable to be rejected.
34. Only one response will be accepted from each bidder in event the bidder has multiple branch offices.
35. **Termination Clause:**

The Corporation reserves its right to terminate the contract for any reason at its absolute discretion, any time during the duration of the contract including roll over period, if opted, by giving 30 days written notice to the contractor. Termination of the contract can be for any of the following reasons, but not limited to:

- (a) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (b) Tenderer commits any breach of the terms of this contract/tender document.
- (c) If any charge sheet is filed by a competent authority of the Government against the Tenderer or company, or the Tenderer is convicted by a criminal court on grounds of moral turpitude.
- (d) The Tenderer is involved in wrongful billing. In addition hereto wrongful billing shall also result in the Tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines.
- (e) In the event unsatisfactory service or failure on the part of the Tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge has the right to forthwith terminate the contract.
- (i) Information submitted in Technical Offer found false during the period of the contract including extension period or
- (j) any alteration made in tender document found during the period of the contract including extension period.

The decision of the Corporation in terminating the contract will be final and binding on the tenderer.

In the event the contract is terminated, the premium paid to the insurance company is to be refunded by the Insurance company as per below table.

Period (from date of coverage)	% of refund
0 months to 3 months	50%
3 months to 6 months	25%
Above 6 months	0%

36. It is clearly understood by the tenderer that if a charge sheet is filed by any competent authority of the Government against the tenderer, the tenderer is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

37. If there is a change in the constitution of the tenderer's firm/company's etc., arising out of:

- i) merging with some other company or
- ii) collaboration with some other company or
- iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of changes, the subject contract would be serviced by the new company / entity accepts the subject contract at the same rates, terms and conditions laid down herein.

38. Conciliation Clause:

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:

- i. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- ii. CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, SCI and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- iii. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

- iv. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- v. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- vi. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- vii. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- viii. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC

The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- ix. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- x. OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- xi. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- xii. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

39. **Law of Land:** The tenderers shall abide by and comply with all local, national as well as international laws in connection with services under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the tenderer.

40. **Penal action clause:**

In case,

- (i) performance of the Insurance company / contractor is not satisfactory, or
- (ii) Insurance company is in breach of terms and conditions of the contract / Purchase Order or
- (iii) the conduct of the Insurance company/contractor is under suspicion or if there is any action by the insurance company/contractor which may result in damage to the brand image and/or result into commercial loss to SCI,

SCI may consider suspension of business dealings with such Insurance company/contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

41. **Exit Clause:**

The CORPORATION (The Shipping Corporation of India Limited) at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days notice to the contractor.

42. **Jurisdiction:** This agreement including all matters connected with this tender / contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Mumbai.

SPECIFICATION OF THE PROPOSED MEDICAL SCHEME (2020-21)

43. **Objectives of the Scheme:**

To extend Medical Benefits to SCI Retired Employees and their spouse.

44. **Persons covered:** The benefits of the new PRMS scheme would be applicable to:

- i. Employees who have retired on or after 01.01.2007.
- ii. Employees opting for Voluntary retirement under the service conditions, who have rendered minimum continuous service of 15 years at SCI, shall be entitled to the benefits from the day after voluntary retirement. This will apply to all employees who have taken VRS w.e.f 01.01.2007.
- iii. Employees other than Board level Executives who have superannuated with a minimum of 15 years of continuous service in SCI.
- iv. Board level Executives would be entitled to the PRMS benefits upon completion of their tenure or upon attaining the age of superannuation whichever is earlier.

- v. For lateral cases, the employees who have superannuated or opted for voluntary retirement with a minimum of 15 years of continuous service in SCI.
- vi. Employees given CRS under clause 30B of the CDA rules (analogous to FR56J) will be entitled to the benefits of PRMS.
- vii. In case of death, the spouse of the deceased employees provided the concerned employee was in service any time on or after 1.1.2007 will be entitled to the PRMS benefits immediately.
- viii. If an employee is missing, and the spouse produces a certificate of declared dead” from the Court, the employee will be treated akin to a death case from the date of certificate.
- ix. In cases where husband and wife both are employed in SCI, they would be treated as separate individuals with separate covers in the insurance policy. The risk cover start date for such set of employees will be their respective superannuation date from SCI.
- x. Employees who cease to be in employment on account of permanent total disablement and their spouses will be entitled to the benefit immediately after separation from SCI.
- xi. For employees whose children are also working at SCI, the employee on superannuation can opt for PRMS or SCI’s Medical Scheme for active employees. If the child leaves SCI, the retired employee will be allowed to enter PRMS only once.
- xii. Employees who are dismissed or whose services have been terminated by SCI as a measure of punishment for misconduct would not be eligible for the benefits contemplated under this scheme.
- xiii. Employees voluntarily or unauthorized abandoning the services of SCI will not be eligible for the PRMS benefits.
- xiv. For employees where disciplinary case is continuing after superannuation, the employee will not be entitled to PRMS benefits till the closure of proceedings. If exonerated of the charges or imposed with a penalty other than dismissal/ termination/removal from service, the PRMS benefits will commence with prospective effect from the date of entry into the scheme.
- xv. Board level and below Board level employees with spouses working in other PSUs / Government may exercise an option to avail the SCI PRMS or benefit from the spouse’s organization. The exercised option can be changed only once in the lifetime. One individual employee can avail the Post Retirement Medical benefits from one organization only.
- xvi. There will be no age bar for entering PRMS membership and no restriction on enrolment / renewal of membership of ex-employees and spouse. This is applicable for disciplinary cases on closure of proceedings, employees with children in SCI opting for PRMS if their children leave SCI and the employees as per clause xv above.

- xvii. In the event of unauthorized occupation of company accommodation, the employee will not be entitled to the benefits under the PRMS scheme till the said accommodation is vacated. This will be applicable either on the day of superannuation or subsequently and PRMS benefits will not be paid or held in abeyance for the period of unauthorized occupation

45. Policy coverage:

- i. **Family Definition:** Only Retired Employee and their spouses (refer persons covered criteria defined in point no 44 above).

ii. **Hospitalisation Benefits:**

a. **Sum Insured Limits & (b). Super Top-up Limits:**

Grades	Total no. Of families	Total No of Beneficiaries	Base Sum Insured	Super Top up	Total Sum insured
CMD & Directors	15	30	Rs. 5,00,000	Rs. 5,00,000	Rs. 10,00,000
ED, GM, DGM & CM, SMUG	191	369	Rs. 4,00,000	Rs. 4,00,000	Rs. 8,00,000
SM, MGR UG, MGR, DM UG.	152	281	Rs. 3,00,000	Rs. 3,00,000	Rs. 6,00,000
DM, AM UG, AM, SH(UG)	102	188	INR 300,000	INR 300,000	INR 6,00,000
Staff / All other categories of regular employees	101	166	Rs. 2,00,000	Rs. 2,00,000	Rs. 4,00,000
TOTAL	561	1034			

Note: ED - Executive Director, GM- General Manager, DGM - Deputy General Manager, CM – Chief Manager, SMUG – Senior Manager upgraded, SM – Senior Manager, MGR UG – Manager upgraded, MGR – Manager, DMUG – Deputy Manager Upgraded, DM – Deputy Manager, AM UG – Assistant Manager upgraded, AM – Assistant Manager, SHUD – Section Head Upgraded.

Staff includes - Driver, Daphtary, Peon / Hamal, Upgraded Assistant, Upgraded Driver, Upgraded Daphtary, Upgraded Peon / Hamal, Assistant, Section Head.

- iii. **Corporate Buffer:** Additional corporate buffer of Rs. 50,00,000 (Rupees Fifty lakhs only) will be part of the policy. Parameters for utilisation will be as follows:
- Restricted to Rs. 2,00,000 per family per policy year.
 - Only for Critical Illness cases at SCI's discretion – Refer Annexure V.

iv. **Standard Deductible:**

- For any claim upto Rs. 1,00,000 a standard deductible of Rs. 5,000 for each claim would be applicable.

- b. For any claim above Rs. 1,00,000 a standard deductible of Rs. 10,000 for each claim would be applicable.
- c. The base sum insured is to be considered as the **aggregate deductible** for the Super Top Up policy.
- d. In case of continuous period of illness including relapse within 45 days from the date of last consultation with the Hospital / nursing home where treatment may have been taken. During this period the standard deductible shall not be applicable.

Note: The above conditions will not be applicable for all Pre and Post Hospitalisation claims / capped ailments / claims considered as ANY ONE ILLNESS.

- v. **Pre-existing Condition / Diseases** means any condition, ailment or Injury or related condition(s) for which insured person had signs or symptoms, or was diagnosed, or received medical advice / treatment prior to the date of inception of the first policy. **All such Pre-existing ailments to be covered from Day One of the scheme.**
- vi. **Dental treatment or dental surgery** of any kind necessitated **by** accidents and requiring hospitalization will be covered under the policy.
- vii. **PPN Rates:** Preferred Provider network (PPN) means a network of hospitals which have agreed to a cashless packaged pricing for certain procedures. Reimbursement of expenses incurred in PPN Hospitals for the procedures shall be subject to the rates applicable to PPN package pricing. For capped ailments lower of PPN rates or capping amount will be applicable and for rest of the ailments PPN rates shall be applicable.
- viii. **Day-care procedures** to be covered under the plan. Refer Annexure IV for detailed list.
- ix. **30 days waiting period:** Any Illness contracted by the Insured person during the first 30 days of the commencement date of this Policy will be covered under the policy.
- x. **1st year/ 2nd year and 4th year Waiting Periods** – No waiting period applicable under the policy.

46. Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position. The below mentioned types of congenital anomalies are **to be covered** under the policy

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

47. **Treatments Under Ayurvedic / Homeopathic / Unani Systems:** Insurer to cover for expenses incurred for Ayurvedic / Homeopathic / Unani treatments and the quantum shall not exceed 25% of the Sum Insured in respect of all such treatments admitted during the Period of Insurance, provided, the treatment for Illness or Injury is taken in a Government Hospital or in any institute recognized by Government or accredited by Quality Council of India or National Accreditation Board on Health, excluding centres for spas, massage and health rejuvenation procedures.
48. **Pre-hospitalization:** Medical expenses incurred during the policy period, up to **60 days prior** to the hospitalization specifically for that particular disease/ illness, for which hospitalization has taken place, shall be considered as part of claim under hospitalization. However, during pre- hospitalization period, medicines prescribed under regular OPD treatment for diseases/ illness not related to the said hospitalization, shall not be reimbursable under hospitalization claims.
49. **Post-hospitalization:** Medical expenses incurred during the policy period, up to **90 days after** the hospitalization, specifically for that particular disease / illness for which hospitalization had taken place, shall be considered as part of claim under hospitalization. However, during post-hospitalization period, medicines prescribed under regular OPD treatment for diseases / illness not related to the said hospitalization, shall not be reimbursable under hospitalization claims.
50. **ANY ONE ILLNESS** clause shall apply to the contract which means continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital / nursing home where treatment may have been taken. During this period the “standard deductible condition” as specified in 38(iv) shall not be applicable.
51. **Omission to Insure any missed out member:** 5% of total lives, provided the premium payment is done by SCI.
52. **Cappings in Medical Scheme:**

In order to ensure that the policy is used by the members in an efficient, effective and just manner and to maintain the legitimacy of claims, SCI has willingly incorporated certain measures under the program, which are as follows:

Designation	Room Type (Metro Cities)	Room Tariff (Non metro cities and rest of the country)
CMD & Directors	Premium/Spl Deluxe AC Single Room, with attached bathroom, sofa-cum-bed for attendant	Premium/Spl Deluxe AC Single Room, with attached bathroom, sofa-cum-bed for attendant
ED, GM, DGM & CM , SMUG	Deluxe AC Single Room with attached bathroom, sofa-cum bed for attendant	Deluxe AC Single Room with attached bathroom, sofa-cum bed for attendant
SM, MGR UG, MGR, DM UG.	Standard AC Single Room, with attached bathroom with facility for attendant	Standard AC Single Room, with attached bathroom with facility for attendant
DM, AM UG, AM, SH(UG)	Twin sharing with attached bathroom and facility for attendant	Twin sharing with attached bathroom and facility for attendant

Staff / All other categories of regular employees	Multi sharing 4 bedded room with common bathroom	Multi sharing 4 bedded room with common bathroom
---------------------------------------------------	--------------------------------------------------	--------------------------------------------------

53. Room Rent (per day) Entitlement to be restricted to:

No room rent restriction is applicable for C&MD and Directors for room types both normal room and ICU/ICCU rooms in metro cities and non metro cities as well as rest of the country.

For all other categories of retired employees, room rent per day entitlement will be restricted to a maximum of 1% of total sum insured for metro cities and 0.75% of total sum insured for non metro cities as well as rest of the country. No room rent restriction will be applicable for ICU / ICCU rooms.

In case any member goes / opts for a higher category room, all related charges will be paid proportionately by the member.

54. Ailment-wise Capping: The following capping on procedures / packages as given below, shall also be applicable:

<u>Ailment</u>	<u>Capping Applicable (INR)</u>
Cataract	Rs. 50,000 per eye
Prostate (other than treatment of Prostate Cancer)	Rs. 95,000/- per hospitalization
Knee Replacement	Unilateral Rs. 2,25,000 & Bilateral Rs. 4,50,000
Kidney Stone removal	Rs. 75,000/- per hospitalization.

Note: Pre- Hospitalization & Post-Hospitalization claims pertaining to the above treatments do not come under the purview of the aforementioned capping.

55. Ambulance Charges: Charges for Ambulance services is fixed at Rs. 2500.00 per case reasonably, customarily and Medically necessarily incurred for shifting any Insured Person to Hospital for admission in Emergency Ward or ICU, or from one Hospital to another Hospital for better medical facilities.

56. Definitions:

i. **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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act **Or** complies with all minimum criteria as under:

- a) has qualified nursing staff under its employment round the clock;
- b) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- c) has qualified medical practitioner(s) in charge round the clock;
- d) has a fully equipped operation theatre of its own where surgical procedures are carried out;

- e) maintains daily records of patients and makes these accessible to the insurance
- ii. **Hospitalization (IPD):** Hospitalization facility can be availed from any Hospital or Registered Nursing Home in India. However, the member can avail Cashless Facility under Hospitalization, only in Hospitals, having about 50 beds or above, which are empanelled by the Insurance Company for the purpose. However, this minimum Bed criteria of 50 Beds, shall not apply to Single speciality Eye Care Hospitals, for empanelment of Hospitals for Cashless treatment for eye diseases, by the Insurance Company.
- When treatment / surgeries such as Dialysis, Chemotherapy, Radiotherapy, Ophthalmic Surgeries (Cataract / Glaucoma Surgeries etc.), Lithotripsy, laproscopic surgeries, Microsurgery etc., is carried out in the Hospital / Nursing Home and the insured is discharged on the same day, the treatment will be considered to be taken under Hospitalization Benefit Section. Indicative List of such procedures is given at Annexure – IV.
- In addition to the indicative list of Day-care procedures, any other surgeries / procedures agreed to, by SCI, Insurance Company and TPA, requiring less than 24 hours hospitalization will also be considered under hospitalization benefit.
- iii. **Medical Practitioner:** Means a person who holds a degree / diploma from a recognized institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.
- iv. **Qualified Nurse:** Means a person who holds a certificate of a recognized Nursing Council and who is employed on recommendations of the attending Medical Practitioners.
- v. **Reimbursement:** Reimbursement of actual charges upto grade wise sum insured per member per policy period is permissible. Claim under hospitalization benefit shall be admissible only when the patient is admitted in a hospital for a minimum period of 24 hours. However, when treatment / surgeries such as Dialysis, Chemotherapy, Radiotherapy, Ophthalmic Surgeries (Cataract / Glaucoma Surgeries etc.), Lithotripsy, Laproscopic surgeries, Microsurgery etc., is taken in the Hospital / Nursing Home and the insured is discharged on the same day, the treatment will also be considered to be taken under Hospitalisation Benefit. Hospitalization expenses for Ayurvedic / Homeopathic / Unani Treatment are admissible only when the treatment is taken in a Government Hospital / Medical College Hospital.
- VI. **Cashless:** Insurance Company / TPA shall offer Cashless Service to the Insured, where treatment can be obtained without payment, subject to the terms and conditions of the policy, from empanelled hospitals. Insurance Company / TPA to settle the hospital bills directly on behalf of Insured. The standard deductible portion will be payable by the member at the time of discharge of patient from the hospital / nursing home

57. Additional Clauses applicable to SCI PRMS Scheme (2020-21):

- i. **Cash Deposit**: Along with the annual premium SCI will also maintain additional 5% of the final premium amount (without GST) as float / deposit amount. This float / deposit amount should be explicitly used by the insurance company towards insuring new members of SCI who would be eligible to join this scheme. The members should be insured with immediate effect from the date of retirement. The Insurance Company should share the Cash Deposit statement with SCI on a monthly basis before 10th day of every month.
- ii. **Member Data**: All data pertaining additions (new joiners to the scheme) and deletion (any member exited from the scheme) will be shared by SCI on the monthly basis. The data will be shared in the first week every month.
- iii. **Annual Premium**: Payment of Premium would be made on annual basis, 48 hours prior to the placement date / renewal date of the policy.
- iv. **Additions under the Scheme**: The premium payment with respect to fresh enrolments during the policy period (retiring employees and their spouses, during the pendency of the contract), would be paid on a pro-rata basis; however, full coverage / benefits will be extended to the superannuating employees and their spouses. To adhere to section 64VB provision under the Insurance Act, SCI will maintain adequate Cash deposit amount with the Insurer.
- v. **Deletion of membership under the Scheme**: In event of deletion of any member, the premium will be refunded on the following basis subject to no claims.

Period (from date of coverage)	% of refund
0 months to 3 months	50%
3 months to 6 months	25%
Above 6 months	0%

- vi. **Medical Cards**: All members insured under the scheme will be eligible for a physical / electronic medical card. SCI assigns employee code to all the retirees. A common medical card mentioning details such as base SI + top-up SI with the relevant employee code should be issued to the members. The following timelines needs to be adhered by the Insurance Company for issuance of medicals cards as specified below.

vii. Time frame Policy / Endorsement / Medical cards.

Activity	Timeline
Risk Held Cover Letter	within 1 working day of premium payment
Policy Issuance	Within 15 working days
Endorsement (Addition/Deletion)	Within 5 working days from the date of submission of complete data to the insurer
Electronic medical cards <ul style="list-style-type: none"> • For all members at inception 	<ul style="list-style-type: none"> • Within 5 workings days • Within 3 working days

<ul style="list-style-type: none"> • For new joiners 	
Physical Medical cards <ul style="list-style-type: none"> • For all members at inception • For new joiners 	<ul style="list-style-type: none"> • Within 10 workings days • Within 5 working days

viii. **Claim Submission & Settlement:** Claim Submission for Hospitalization treatment on Cashless / Reimbursement basis.

- a. The reimbursement claims with respect to IPD/ Hospitalization / Pre-hospitalization to be submitted to the TPA within 45 days from the Date of Discharge of the patient from the Hospital.
- b. The reimbursement claims pertaining to Post Hospitalization related to main hospitalization, to be submitted to the TPA within 30 days after the completion of permissible post Hospitalization treatment .
- c. Claim Settlement: The claims under SCI PRMedical Scheme are to be settled and recommended amount to be paid within 15 days of submission of all claim documents.

In case the above timeframe is not adhered to, acceptance of claims will be decided by SCI Management on case to case basis.

ix. **Interest payable on delayed claim settlement:**

- a. Processing and payment of such claim shall be done within 12 working days of receipt of claim by TPA, if there is no query or clarification sought, failing which, interest for delayed payment will be payable as per IRDAI guidelines by the Insurance Company to the SCI. However, in case of query or clarification sought regarding claim, it should reach the member / SCI, along with reasons for the same, in one go, within 2 working days of registration of the claim.
 - b. Within 12 working days of receipt of all documents pertaining to settlement of claims, the payment must be remitted to the account of the member failing which, interest for delayed payment will be payable as per IRDAI guidelines by the Insurance Company to the SCI.
- x. The policy has to be services by the Mumbai branch of the insurance company.
 - xi. All insured members under the scheme are eligible to avail both cashless and reimbursement facility. To avail cashless facility the member has to visit the TPA appointed network hospital only.
 - xii. The successful bidder is required to ensure that the Claim Dump (Details of claims submitted under the Policy) complete in all respects (in formats desired by SCI) & Reports are provided to SCI either through daily replication on SCI's Server or by providing SCI with an access to the TPA's live server.
 - xiii. The selected Insurance Company to ensure tie up arrangement at discounted rates with good diagnostic centres / pharmacies as well as pharmacies which are adept in catering to the Medical members. Awareness about these tie-up arrangements to be publicized in the various camps, accordingly.

- xiv. Once the contract for SCI's PRMS scheme for the policy year 2020-21 is awarded to the Insurance Company, the Insurance Company shall have no right to unilaterally terminate the operation of the policy mid-policy period(s).
- xv. Insurance Company / TPA services being offered by the Insurance Company should be able to provide a 24 X 7 telephone facility to cater to the needs / queries of members of SCI Medical Scheme 2020-21.

58. Standard Exclusions:

- i. Injury / Illness 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), nuclear weapon/ ionising radiation, contamination by Radioactive material, nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
- ii. Circumcision unless necessary for a. treatment of an Illness not excluded hereunder or as may be necessitated due to an accident b. Change of life or cosmetic or aesthetic treatment of any description such as correction of eyesight, etc. c. Plastic Surgery other than as may be necessitated due to an accident or as a part of any Illness.
- iii. Vaccination and/or inoculation.
- iv. Cost of braces, equipment or external prosthetic devices, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, hearing aids including cochlear implants, durable medical equipment.
- v. Dental treatment or Surgery of any kind unless necessitated by accident and requiring Hospitalisation.
- vi. Convalescence, general debility, 'Run-down' condition or rest cure, obesity treatment and its complications, treatment relating to all psychiatric and psychosomatic disorders, infertility, sterility, Venereal disease, intentional self-injury and Illness or Injury caused by the use of intoxicating drugs/alcohol.
- vii. Bodily Injury or Illness due to wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted Injury, attempted suicide.
- viii. Treatment of any Bodily Injury or Illness sustained whilst or as a result of active participation in any hazardous sports of any kind.
- ix. Treatment of any Injury or Illness sustained whilst or as a result of participating in any criminal act.
- x. Sexually Transmitted Diseases, 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.
- xi. Charges incurred at Hospital 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 or presence of any Illness or Injury for which confinement is required at a Hospital.

- xii. Expenses on vitamins and tonics unless forming part of treatment for Injury or Illness as certified by the attending physician.
- xiii. External and or durable Medical / Non-medical equipment of any kind used for diagnosis and or treatment including CPAP (Continuous Positive Airway Pressure), Sleep Apnoea Syndrome, CPAD (Continuous Peritoneal Ambulatory Dialysis), Oxygen Concentrator for Bronchial Asthmatic condition, Infusion pump etc. Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Stockings, elasto-crepe bandages, external orthopaedic pads, sub-cutaneous insulin pump, Diabetic foot wear, Glucometer / Thermometer, alpha / water bed and similar related items etc., and also any medical equipment, which is subsequently used at home .
- xiv. Genetic disorders and stem cell implantation/Surgery.
- xv. Domiciliary Hospitalisation.
- xvi. Acupressure, acupuncture, magnetic therapies.
- xvii. Unproven / Experimental Treatment.
- xviii. Any expenses relating to cost of items which are non-medical in nature.
- xix. Any kind of Service charges, Surcharges, Luxury Tax and similar charges levied by the Hospital.
- xx. Treatment for Age Related Macular Degeneration (ARMD) , treatments such as Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy

59. Misuse of Scheme: Stringent action will be taken against person/s / hospitals found to be misusing the system / guilty of any fraudulent activity, viz. Debarring member/s from PRMS membership, blacklisting hospitals, initiating suitable legal action etc., as deemed fit by SCI Management.

ANNEXURE - I

PARTICULARS OF THE COMPANY

Note: Bidder are requested to fill in the following details and no column should be left blank

Sr. No	Particulars	Bidders Details	
1	Name of the Insurance Company and their Full postal address with pin code & The year of inception of the company/ business		
2	Communication details:		
	a. Telephone No. (office)		
	b. E-Mail address		
	c. Fax No (Office), if any.		
3	Name and details of the Authorized Representative of the tenderer.		
4	PAN/ TAN No. (Copy of relevant documents to be attached)	Yes/ No	Bid Page No._____
5	Attested copy of authority letter from a competent authority / power of Attorney/ Board Resolution followed by linking successive Power of Attorney(ies)	Yes/ No	Bid Page No._____
6	Signed and Stamped Tender Document	Yes/ No	
7	Documents evidencing IRDAI registration	Yes/ No	Bid Page No._____
8	Documentary evidence substantiating Tenderer's experience in total premium and health premium underwritten etc. required as per technical offer part I, clause 1(ii).	Yes/ No	Bid Page No._____
9	Documentary evidence substantiating Tenderer's experience in operating Group Mediclaim Policy etc. required as per technical offer part I, clause 1(iii), 1(iv) and 1(V)	Yes/ No	Bid Page No._____
10.	Documentary evidence substantiating Tenderer is not blacklisted in last 5 years as per technical offer part I, clause 1(vi). (Self declaration to provide)	Yes/ No	Bid Page No._____

11	Integrity Pact duly executed (Annexure VII)	Yes/ No	Bid Page No._____
12	ECS Mandate (Annexure III)	Yes/ No	Bid Page No._____
13	Bid Evaluation Criteria acceptance (Annexure II)	Yes/ No	Bid Page No._____
14	GST/TT No.(copy of the valid certificates held by the Bidder for its existing establishments may be attached)	Yes/ No	Bid Page No._____
15	Do you currently offer a Retail Super Top-up cover which can be opted by our members by paying additional premium to the insured.	Yes/ No	
16	TPA Evaluation (Annexure VI)	Yes/ No	Bid Page No._____

Place & Date:

(Name & Signature of the Bidder with
Rubber Stamp of the Firm)

ANNEXURE II

BIDDER EVALUATION CRITERIA

Sr. No.	Criterion	Points	Total / maximum points	Documents required
1	Number of Years Since License given by IRDA as on 31.03.2019		10	Copy of valid license issued by IRDA while granting the license and confirmation that the entity can do business
	1. More than three years and Up to Five Years	5		
	2. More than five years and Up to Seven Years	8		
	3. Above Seven Years	10		
2	Gross Total Premium underwritten within India (in Crores) for the F.Y.2018-19		10	Audited annual Financial report / suitable documentary evidence duly signed by Statutory Auditor.
	1. > Rs. 100 Crores - Rs.200 Crores	5		
	2. > Rs.200 Crores – Rs. 400 Crores	8		
	3. > Rs.400 Crores	10		
3	Health Premium underwritten within India (INR. In Crores) for the F.Y.2018-19		20	Audited annual Financial report / suitable documentary evidence duly signed by Statutory Auditor.
	1. > Rs. 50 Crores - Rs.75 Crores	5		
	2. > Rs. 76 Crores – Rs.100 Crores	10		
	3. > Rs. 100 Crores	20		
4.	Number of Group Mediciam policies being serviced as lead insurer where Total Lives covered are 5000 Lives in each policy during the F.Y.2018-19		20	Suitable documentary evidence / self declaration
	1. upto Two Policies	5		
	2. Three - Four Policies	10		
	3. Five or more Policies	20		
5.	Number of Retiree - Group Mediciam Policies scheme handled for the F.Y.2018-19		20	Suitable documentary evidence / self declaration
	1. upto Two Policies	5		
	2. Three - Four Policies	10		
	3. Five or more Policies	20		
6.	Group Medical Schemes handled as lead insurer for clients being PSU/ Government Organization in any of last three financial year ending 2018-19		20	Statutory Auditor's Certified Copy
	1. upto Five Policies	5		
	2. Six to Ten Policies	10		
	3. Fifteen policies and more	20		

Note:

For Point Number 4 and 6 mentioned above, the following conditions will apply:

- 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.

Certified that:

I/we have read the terms and conditions governing this Scheme and hereby agree to abide by them.

The company has neither been blacklisted by any central or state government department / PSUs in the last five years nor there is any litigation pending with any of its departments.

The information provided by us regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid / contract.

Place & Date:

(Name & Signature of the Authorized Signatory of the Bidder with seal of the Firm)

ANNEXURE III.

ECS MANDATE

1	Bank Name	
2	Branch Name	
3	Account number (full) As required for electronic payment/ EFT/RTGS/NEFT)	
4	Bank Address With Telephone No	
5	Branch code, If Any	
6	9-Digit Code Number Of The Bank & Branch, Wherever Available ((Appearing On The MICR Cheque Issued By The Bank) (Enclose A Copy Of Cancelled Cheque)	
7	Account Type (S.B. Account /Current A/c or Cash Credit)	
8	IFSC CODE FOR NEFT (Indian Financial System Code) (To be obtained from respective Banker)	
9	IFSC CODE FOR RTGS (Indian Financial System Code) (To be obtained from respective Banker)	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold SCI responsible. I have read the tender document and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

Signature
with Seal & stamp

Name and Address: _____

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized official from the Bank.

ANNEXURE IV.

INDICATIVE LIST OF DAY CARE PROCEDURES

Sr. No	Ailment
1	Stapedotomy
2	Excision And Destruction Of A Lingual Tonsil
3	Stapedectomy
4	Other Operations On The Tonsils And Adenoids
5	Revision Of A Stapedectomy
6	Incision On Bone, Septic And Aseptic
7	Other Operations On The Auditory Ossicles
8	Closed Reduction On Fracture, Luxation Or Epiphyseolysis With Osteosynthesis
9	Myringoplasty (Type -I Tympanoplasty)
10	Suture And Other Operations On Tendons And Tendon Sheath
11	Tympanoplasty (Closure Of An Eardrum Perforation/Reconstruction Of The Auditory Ossicles)
12	Reduction Of Dislocation Under General Anesthesia.
13	Revision Of A Tympanoplasty
14	Arthroscopic Knee Aspiration
15	Other Microsurgical Operations On The Middle Ear
16	Incision Of The Breast
17	Myringotomy
18	Operations On The Nipple
19	Removal Of A Tympanic Drain
20	Incision And Excision Of Tissue In The Perianal Region
21	Incision Of The Mastoid Process And Middle Ear
22	Surgical Treatment Of Anal Fistulas
23	Mastoidectomy
24	Surgical Treatment Of Haemorrhoids
25	Reconstruction Of The Middle Ear
26	Division Of The Anal Sphincter (Sphincterotomy)
27	Other Excisions Of The Middle And Inner Ear
28	Other Operations On The Anus
29	Fenestration Of The Inner Ear
30	Ultrasound Guided Aspirations
31	Revision Of A Fenestration Of The Inner Ear

32	SclerotherapyEtc
33	Incision (Opening) And Destruction (Elimination) Of The Inner Ear
34	Incision Of The Ovary
35	Other Operations On The Middle And Inner Ear
36	Insufflation Of The Fallopian Tubes
37	Excision And Destruction Of Diseased Tissue Of The Nose
38	Other Operations On The Fallopian Tube
39	Operations On The Turbinates (Nasal Concha)
40	Dilatation Of The Cervical Canal
41	Other Operations On The Nose
42	Conisation Of The Uterine Cervix
43	Nasal Sinus Aspiration
44	Other Operations On The Uterine Cervix
45	Incision Of Tear Glands
46	Incision Of The Uterus (Hysterectomy)
47	Other Operations On The Tear Ducts
48	Therapeutic Curettage
49	Incision Of Diseased Eyelids
50	Culdotomy
51	Excision And Destruction Of Diseased Tissue Of The Eyelid
52	Incision Of The Vagina
53	Operations On The Canthus And Epicanthus
54	Local Excision And Destruction Of Diseased Tissue Of The Vagina And The Pouch Of Douglas
55	Corrective Surgery For Entropion And Ectropion
56	Incision Of The Vulva
57	Corrective Surgery For Blepharoptosis
58	Operations On Bartholin'S Glands (Cyst)
59	Removal Of A Foreign Body From The Conjunctiva
60	Incision Of The Prostate
61	Removal Of A Foreign Body From The Cornea
62	Transurethral Excision And Destruction Of Prostate Tissue
63	Incision Of The Cornea
64	Transurethral And Percutaneous Destruction Of Prostate Tissue
65	Operations For Pterygium
66	Open Surgical Excision And Destruction Of Prostate Tissue
67	Other Operations On The Cornea
68	Radical Prostatovesiculectomy

69	Removal Of A Foreign Body From The Lens Of The Eye
70	Other Excision And Destruction Of Prostate Tissue
71	Removal Of A Foreign Body From The Posterior Chamber Of The Eye
72	Operations On The Seminal Vesicles
73	Removal Of A Foreign Body From The Orbit And Eyeball
74	Incision And Excision Of Periprostatic Tissue
75	Operation Of Cataract
76	Other Operations On The Prostate
77	Incision Of A Pilonidal Sinus
78	Incision Of The Scrotum And Tunica Vaginalis Testis
79	Other Incisions Of The Skin And Subcutaneous Tissues
80	Operation On A Testicular Hydrocele
81	Local Excision Of Diseased Tissue Of The Skin And Subcutaneous Tissues
82	Excision And Destruction Of Diseased Scrotal Tissue
83	Other Excisions Of The Skin And Subcutaneous Tissues
84	Plastic Reconstruction Of The Scrotum And Tunica Vaginalis Testis
85	Simple Restoration Of Surface Continuity Of The Skin And Subcutaneous Tissues
86	Other Operations On The Scrotum And Tunica Vaginalis Testis
87	Free Skin Transplantation, Donor Site
88	Incision Of The Testes
89	Free Skin Transplantation, Recipient Site
90	Excision And Destruction Of Diseased Tissue Of The Testes
91	Revision Of Skin Plasty
92	Unilateral Orchiectomy
93	Other Restoration And Reconstruction Of The Skin And Subcutaneous Tissues
94	Bilateral Orchiectomy
95	Chemosurgery To The Skin
96	Orchidopexy
97	Destruction Of Diseased Tissue In The Skin And Subcutaneous Tissues
98	Abdominal Exploration In Cryptorchidism
99	Incision, Excision And Destruction Of Diseased Tissue Of The Tongue
100	Surgical Repositioning Of An Abdominal Testis
101	Partial Glossectomy
102	Reconstruction Of The Testis

103	Glossectomy
104	Implantation, Exchange And Removal Of A Testicular Prosthesis
105	Reconstruction Of The Tongue
106	Other Operations On The Testis
107	Other Operations On The Tongue
108	Surgical Treatment Of A Varicocele And A Hydrocele Of The Spermatic Cord
109	Incision And Lancing Of A Salivary Gland And A Salivary Duct
110	Excision In The Area Of The Epididymis
111	Excision Of Diseased Tissue Of A Salivary Gland And A Salivary Duct
112	Epididymectomy
113	Resection Of A Salivary Gland
114	Reconstruction Of The Spermatic Cord
115	Reconstruction Of A Salivary Gland And A Salivary Duct
116	Reconstruction Of The Ductus Deferens And Epididymis
117	Other Operations On The Salivary Glands And Salivary Ducts
118	Other Operations On The Spermatic Cord, Epididymis And Ductus Deferens
119	External Incision And Drainage In The Region Of The Mouth, Jaw And Face
120	Operations On The Foreskin
121	Incision Of The Hard And Soft Palate
122	Local Excision And Destruction Of Diseased Tissue Of The Penis
123	Excision And Destruction Of Diseased Hard And Soft Palate
124	Amputation Of The Penis
125	Incision, Excision And Destruction In The Mouth
126	Plastic Reconstruction Of The Penis
127	Plastic Surgery To The Floor Of The Mouth
128	Other Operations On The Penis
129	Palatoplasty
130	Cystoscopical Removal Of Stones
131	Other Operations In The Mouth
132	Lithotripsy
133	Transoral Incision And Drainage Of A Pharyngeal Abscess
134	Coronary Angiography
135	Tonsillectomy Without Adenoidectomy

136	Haemodialysis
137	Tonsillectomy With Adenoidectomy
138	Radiotherapy For Cancer
139	Cancer Chemotherapy

Any other surgeries / procedures agreed to by SCI, Insurance Company and TPA, requiring less than 24 hours hospitalization will also be considered under Hospitalization.

Place & Date:

(Name & Signature of the Bidder with
Rubber Stamp of the Firm)

ANNEXURE V.

LIST OF CRITICAL ILLNESS

1. Cancer
2. CABG/ Open Heart Surgery
3. Heart Attack
4. Open Heart Replacement Or Repair Of Heart Valves
5. Coma
6. Kidney Failure Requiring Regular treatment.
7. Stroke Resulting in Permanent paralysis / disability.
8. Major Organ / Bone Marrow Transplantation.
9. Permanent Paralysis of Limbs
10. Motor Neuron Disease with Permanent Symptoms
11. Multiple Sclerosis with Persisting Symptoms
12. Accidental Cases

Place & Date:

(Name & Signature of the Bidder with
Rubber Stamp of the Firm)

ANNEXURE VI

THIRD PARTY ADMINISTRATOR (TPA)

1. A financially sound Third Party Administrator (TPA) is to be finalised by each bidder and same needs to be mentioned in the Technical offer Part I of the bid. The bidder to ensure that the selected Third Party Administrator (TPA) is capable of having the required systems and processes in place to service the Members of SCI and have pan-India presence and offices / branches preferably at **Mumbai, Delhi, Kolkata, Haldia, Chennai and Port Blair**. In case, a bidder has an 'in-house' TPA / facility to service SCI's Post retired Medical benefit Scheme, the same may also be accepted by SCI.

Criteria	Documents Required
1. Type of TPA	Internal or External
2. No of Network hospitals more than 6000 as on 31/3/2019	To be Self certified by the TPA on their letterhead.
3. Experience in servicing at least three Group Mediclaim Policies covering minimum 5000 members	To be Self certified by the TPA on their letterhead.
4. Latest Copy of the IRDA licence copy	Valid Licence Copy to be attached
5. TPA selected has not been blacklisted/ debarred or terminated mid-way during any policy period, by the Central or State Government department(s)/ agency/ PSU(s) in the last 5 years (FY 2014-15, FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19).	TPA Self Declaration to be attached
6. License of the selected TPA should not have been cancelled by the regulatory authority due to poor performance or any other reason.	TPA Self Declaration to be attached
7. Hospital counts in SCI location to be mentioned. Exhaustive list to be provided when requested by SCI	Hospital count as per SCI location <ul style="list-style-type: none">• Mumbai -• Delhi -• Kolkata -• Chennai -• Haldia –• Port Blair -
8. Is the TPA head-office located in Mumbai	Yes/ No

2. TPA is required to ensure the following is compiled to, in an effective and efficient manner:
 - i. The offices / branches of TPA should be able to extend their services to all members of SCI's Post Retirement Medical Scheme (PRMS), in an effective and efficient manner, ensuring highest level of Customer satisfaction on all working days (including public holidays) and weekends.
 - ii. The details of the requirement of the Insurance Company / TPA pertaining to the members should be provided clearly in the beginning which shall include the documents required for NEFT payment details.
 - iii. Registration of claims should be done at the TPA offices. Confirmation of claim registration must reach the member/SCI within 24 hours of the claim receipt by the TPA.
 - iv. In case of repudiation of any claim, all the documents pertaining to the said claim should be returned to the member/ SCI within fourteen (14) working days, along with the intimation and reasons for repudiation.
 - v. The approval of cashless treatment (admissible) should be received by the member and the Hospital within 24 hours for planned intervention and within 4 hours for emergency treatment.
 - vi. The approval for final claim settlement for cashless treatment should be made within 4 hours of request by the hospital.
 - vii. The list of hospitals for cashless treatment should be updated by the TPA on regular basis.
 - viii. All registered grievances should be acknowledged within 24 hours and resolved within 7 working days and Grievance resolution matrix should be displayed on website.
 - ix. Production & Quality Dashboard to be published daily, weekly and monthly.
3. The Insurer to ensure that the TPA shall depute its representative at the SCI Mumbai office once a fortnight, at SCI Kolkata Office once a month and at SCI Chennai Office once a month. The responsibility of the TPA representative stationed at SCI office would be:
 - i. To provide all the requisite help to the Medclaim members who are seeking hospitalisation claims.
 - ii. To ensure that the list of all the Medclaim members who so ever is admitted in the concerned Hospital is readily available with her/him.
 - iii. To ensure that all the records pertaining to hospitalization of PRMS members related bills submitted for reimbursement, amount reimbursed to the Hospital, amount repudiated & the reasons for the same and

outstanding amount etc., is readily available. Fortnightly report of the same is to be submitted to the concerned authority at SCI Corporate Office.

- iv. The onus of activities conducted by the TPA representative shall be solely on the Insurer operating SCI's Post Retirement Medical Scheme (2020 - 21).
4. The agreement of the insurer with its TPA should essentially meet all the provisions of the Tender.

Place & Date:

(Name & Signature of the Bidder with Rubber Stamp of the Firm)

INTEGRITY PACT AND BANNING GUIDELINES

INTEGRITY PACT

Between

The Shipping Corporation of India Limited (SCI)
hereinafter referred to as “The Principal”,

and

hereinafter referred to as “The Bidder/Contractor”.

Preamble

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

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
 - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit

which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement 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 cartelisation in the bidding process.
 - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at (page Nos. 6 to 15)

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and / or Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

Section 6 – Equal treatment of all Bidders / Contractors

- (1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – External Independent Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
- (3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this

regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....
For the Principal
(Official Seal)

.....
For the Bidder / Contractor
(Official Seal)

Place:

Witness 1:
(Signature and Name & Address)

Date:

Witness 2:
(Signature and Name & Address)

The Shipping Corporation of India Limited.

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities.

1.0 Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organization, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavors to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and their recurrence from the system.

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable for poor performance or any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct in the tendering process or in the execution of contracts awarded / orders issued to them.

2.0 Scope:

2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.

2.2 The guiding principles and processes for –

- (i) Removal of an Entity from the list of approved suppliers / contractors
- (ii) Suspension and
- (iii) Banning of an entity from doing business with the Corporation,

for a specified period, are laid down herein.

2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

- 2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.
- 2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:-

- i. The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- ii. 'Inter-connected Entity' shall mean two or more companies having any of the following features:-
 - a. If any or all of the Partner(s) / Functional Director(s) are common,
 - b. If the Management is common,
 - c. If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

iii. 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a. For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.
- b. The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at 3.0 iii (a) and 3.0 iii (b) above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

- iv. 'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".

- v. List of 'Approved Entities' – shall mean and include list of approved Parties / Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4.0 Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Willful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.

4.15 Continued poor performance of the Agency in several contracts.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5.0 Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Committee comprising of Representatives from concerned User Division, Contracting Division, Finance Division. The User / Reporting Division to provide all relevant facts / material to the contract initiating Department / Division which will present it to the aforementioned Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority would comprise of Director of the Division awarding the contract, Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.

- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

7.0 Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings”. The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.

8.0 Removal from List of Approved Entities - Suppliers/Contractors, etc.:

- 8.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.
- 8.2 The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.
- 8.3 Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9.0 Show-cause Notice:

- 9.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.
- 9.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 9.3 The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity, if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contactors, etc. or
 - c. For banning business dealings with the Entity.
- 9.4 The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

10.0 Appeals against the Decision of the Competent Authority:

- 10.1 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

11.0 Review of the Decision by the Competent Authority:

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12.0 Circulation of the names of Entities with whom Business Dealings have been banned:

- 12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices

of the Corporation and the names of the banned entities will be posted on the SCI website.

- 12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13.0 These guidelines will form part of the Tender document.

Annexure- VIII

DECLARATION SHEET

I, _____ hereby certify that all the information and data furnished by me with regard to Tender _____ dated _____ are true and complete to the best of my knowledge. I have gone through the specifications, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

Further, I, _____ on behalf of M/s. _____ do hereby confirm that our quotation is purely based on our assessment of your risk and that there have been no meetings or any kind of tie ups or understanding of whatsoever nature to bid together with other insurers who were invited by SCI to participate in the bid.

I, also certify that I am the duly authorized representative of the under mentioned tenderer and a valid authority letter from the competent authority / valid power of attorney / Board resolution followed by linking successive power of attorney (ies), to this effect is also enclosed.

Authorized representative's signature
with name and address

Annexure- IX

**CERTIFICATE OF DECLARATION FOR CONFIRMATION
OF IRDAI / TAC GUIDELINES**

I, _____ hereby
certify on behalf of _____, that our offer
no. _____ dated _____ against Tender
_____ dated _____ does not breach Insurance Act /
IRDAI / TAC and applicable guidelines.

I further confirm that in the event of disclosure at a later stage that the same is in breach
and SCI is put to any disadvantage or face cancellation of the Policy or any claim
becomes substandard / untenable, the whole liabilities arising out of this shall lie wholly
on us and will bear all consequences thereof.

I, further certify that I am the duly authorized representative of the tenderer and
competent to agree as above and a valid authority letter from the competent authority /
valid power of attorney / Board resolution followed by linking successive power of attorney
(ies), to this effect is also enclosed.

Authorized representative's signature
with name and address