

ENERGY EFFICIENCY SERVICES LIMITED
(A JV of PSUs under the Ministry of Power)

REQUEST FOR PROPOSAL

FOR

Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's MEDICAL POLICY on PAN India basis

(Last date for submission of Proposal:
27.05.2023 up to 1100 Hrs. IST)

Registered & Corporate Office

**CCI Building, 4th Floor,
Core - V, SCOPE Complex,
Lodhi Road, New Delhi - 110003**

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NIT NO.: EESL/06/2023-24/HR/IPD/OTE/232405003, dated 05.05.2023

1. Introduction

- 1.1 Energy Efficiency Services Limited (hereinafter referred to as 'EESL' or 'Company' or 'Owner' or 'Employer') is a Joint Venture of Power Grid Corporation of India Limited (PGCIL), NTPC Limited (NTPC), Power Finance Corporation Limited (PFC) and Rural Electrification Corporation Limited (REC) to facilitate implementation of energy efficiency projects. EESL is working as an ESCO, as Consultancy Organization for CDM, Energy Efficiency, etc.; as a Resource Center for capacity building of SDAs, Utilities, financial institutions, etc. EESL is also leading the market-related actions of the NMEEE. It is first such company exclusively for implementation of energy efficiency in South Asia and amongst a very few such instances in the world.

2. About subject assignment

The subject assignment is to Hire an Agency in this RfP the word (Consultant and Agency are used interchangeably) for IPD Medical Policy for EESL and its Group Companies. Proposals are hereby invited from the firms to carry out the responsibilities and obligations of the Consultant as per the subject RfP.

In case your firm is interested to be considered for the above assignment, you may submit your bid/proposal to the Company. The terms and conditions with regard to the submission of bid/proposal, scope of work, evaluation/selection process and execution of assignment by the successful Bidders/Consultant are detailed herein after.

3. Scope of Work & Timeline

EESL is looking for IPD Health Insurance Medi-claim Policy (Family Floater) for Regular Employees with the following benefits/conditions:

1. The Bidder must be capable of rendering Health/ Medical services anywhere in India.
2. The bidder should be on IRDA approved Insurance Company or IRDA approved on behalf of the Insurance Company and negotiation (if required) shall be done with L1 bidder directly.
3. **THIRD PARTY ADMINISTRATOR ASSISTANCE:** Third Party Administrator means a Third-Party Administrator who holds a valid License from Insurance Regulatory and Development Authority to act as a THIRD-PARTY ADMINISTRATOR

and is engaged by the Company for the provision of health services as specified in the agreement between the Company and Third-Party Administrator. IRDAI approved TPA Services Involved (if any) and Name and contact details to be submitted. The authorized representative of the corporation will participate in the screening process of TPA. List of Network of Authorized hospitals to be provided

4. **NETWORK PROVIDER:** Network Provider means hospitals or health care providers enlisted by an insurer or by a Third-Party Administrator and insurer together to provide medical services to an insured on payment by a cashless facility. The list of network hospitals is maintained by and available with the THIRD-PARTY ADMINISTRATOR and the same is subject to amendment from time to time.
5. **Claim Settlement:** In case of an empanelled hospital hospitals treatment should be done purely on cash basis. No charge/fee/payment shall be borne by the employee or their dependent insured members on hospitalization and the claim settlement should be done between the insurance provider and the hospital.
6. **In case of non empanelled hospitals:** the claim would be expected to be submitted to the insurance company directly by the employee within 60 days from the date of discharge from the hospital. Such claims should be settled within 30 days of submission and payment will be made directly to the insured.
7. In case of delayed payment, interest shall be payable as per IRDA rules and regulations.
8. Quarterly claim review meeting shall be held with insurance company, wherein, their senior level executives shall be present.
9. The Insurance cover shall commence from the date the Insurance Policy comes into force.
10. The Policy shall cover all pre-existing diseases on the date of commencement of the Insurance Policy. Accordingly, there shall be no gestation period for extending coverage for treatment of any disease, whatsoever.
11. Provisions for Day Care Procedures shall exist and the diseases covered is enclosed.
12. The list of exclusions, if any, shall be minimal and clearly specified. Merely mentioning 'Standard Exclusions' shall not suffice. However, HIV/AIDS, other Disease-wise capping, Critical/ Major illness etc. should be considered as per the Govt. guidelines. Also, any new day care procedure that has been pre-approved by TPA shall be considered.
13. New born Baby shall be covered from the date of birth itself.

14. Pre-Hospitalisation 30 days and Post Hospitalization 60 days to be covered under the policy.
15. The Insurer's TPAs shall have 24 X 7 helpline numbers in addition to the helpdesks preferably located in all Principal cities. The TPAs shall also have Mobile application and web based application providing details of eligibility, claims status, balance, etc. The Bidder/Insurer shall ensure Cashless treatment in all major cities in India through its TPA. Where cashless treatment is not possible, reimbursement shall be given to the extent of Insurance Cover with an intimation to HR department of EESL. Reimbursable amount shall be remitted by through ECS/NEFT in the Bank account of the Employee. The Insurer's TPA shall have a claim drop box at all the Regional, Zonal and Corporate Office of EESL in order to collect the claims of employees in case of Non-empanelled hospitals. The claims should be settled within seven working days from date of receipt of original documents.
16. Entrance of new employee into the insurance cover/ separation of an employee shall be on the basis of pro-rata payment/refund of premium for the remaining period of the Policy.
17. The policy and offered premium rate shall be valid for a period of one year and with extendable by another 1 year subject on mutual agreement of both parties along with satisfactory performance. However premium will be paid annually.
18. The bidder shall be an IRDA approved Insurance company and negotiation (if required) shall be done with L1 bidder directly.
19. All TPA cards for covered employees and family members must be prepared within 7 days from commencement date of policy term.
20. The Bidder will be accountable for all medical services and it should in the domain of the Insurance Company to engage third parties in consultation with EESL to adhere to the tender conditions and service standards.
21. The Bidder should not have been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.
22. In case of any dispute the terms and conditions of the Medical Policy of the Company shall prevail.
23. The insurance cover shall commence from 12.06.2023 and detailed coverages terms copy is also attached

Note: If the number of employees get increase/decrease the per employee (along with its family members) annual premium will remain same, however, the total annual premium

shall be adjusted suitably on pro rata basis depending upon the actual number of Employees.

List of Documents (to be provided by bidder)

1. Salient features and coverage of the Group Medical Policy
2. Declaration Statement
3. Certificate of declaration for confirmation of IRDA guidelines

Annexure - A1	Coverage with Special Conditions
Annexure - A2	Age-wise Demography of Employees of EESL
Annexure - A3	List of Day Care Procedures
Annexure - A4	List of Excluded Expenses
Annexure - A5	Policy premium/ addition/deletion/claim summary/ Claim Ratio/ Age Band
Annexure - A6	Declaration Sheet
Annexure - A7	Certificate of Declaration For Confirmation Of IRDA Guidelines

Annexure - A1

Coverage with Special Conditions

Sl. No.	Term	Proposed Terms
1	No of Employees	*257 Employees along with their 826 dependents as on date
2	Sum Insured	Rs. 10 Lakh as per given details Family Floater
3	Age Bracket	0-90 (Children below 25 years in case unmarried dependent son and upto 30 years in case of single/unmarried dependent daughters)
4	Family Floater	(1+5) Self + Spouse + Upto 2 Children + 2 Parents/In-laws
5	Special Condition	Coverage for mentally retarded & physically handicapped over & above 40 % physical disability
6	Pre-existing Diseases	Covered from Day 1
7	Maternity Coverage	Normal - 80,000/- (Eighty Thousand) and C-Section - 1,50,000/- (One Lakh Fifty Thousand)
7A	Life threatening maternity complications	Maternity cover enhanced to full SI limit in case of life-threatening complications
8	9 - Month Waiting Period for Maternity	Waived off
9	Baby Day 1 Cover	Yes, within Family Floater SI Limit
10	within Family Floater SI Limit	Yes
11	Waiver of 1st Year, 2ndYr, 3rd Yr & 4th Year	Waived off
12	Waiver of 30 days waiting period	Waived off
13	Pre & Post Hospitalization Cover	30 Days and 60 days respectively on actuals except for maternity claims
14	Waiver of All Clauses except Mentioned in RFP	Applicable
15	Coverage of All Day Care	Yes, where 24 Hours Hospitalization is not required.
16	Pre And Post Natal Charges	Covered upto 30% of Normal and C-sec maternity limit respectively for both IPD and OPD expenses. Covered above maternity limit

17	Cataract	Covered upto 10 % of sum insured per eye. All types of lenses are covered within the sublimit
18	Room rent entitlement	<p>Grade wise Entitlement</p> <p>W1 & Above: Semi paying ward/ Semi-private/ 3 bedded room.</p> <p>W7 & above and all Supervisors: Semi paying ward/ Semi private (single cabin)/ 3 Bedded Room/ 'B' Class Room.</p> <p>E0 & Above: Private Room/ 'B' class room/ 3 Bedded Room/2 Bedded Room (AC)/ Non-AC Room.</p> <p>E2 & Above: Private AC Room/ 'B' Class Room/ 1 Bed Room (AC)/(AC) Room (Second Highest).</p> <p>E5 & Above: Private Deluxe Room/ Deluxe Room/ Private AC Room (Highest)/ 1 Bed Room (AC)/ (AC) Room (Other than Deluxe)</p>
19	Reasonable and Customary Clause	to be considered according to hospital and city-based charges
20	Co-pay	No
21	Incremental Charges	No other type of capping, except mention in the RFQ, No incremental Charges
22	Cashless & Reimbursements	For All Network Hospital & Reimbursements in all Non-Network Hospital (In all Registered Hospital/15 beds Hospital)
23	Ambulance Charges	Rs 3000/- Per Incident
24	Corporate Buffer	Rs 1.25 Cr [Corporate Buffer is applicable for all illness]
25	Premium Rate Lock-in Period	1 year + extendable by another 1-year subject on mutual agreement of both parties along with satisfactory performance
26	Special Condition	<p>A. Nebulization charges in ICU and Nebulizer instrument are covered under the policy.</p> <p>B. Acute liver disease (ALD)/ Cirrhosis of Liver are covered. However, on account of excessive alcohol and drug abuse, two cases per annum are covered.</p> <p>C. Treatment such as physiotherapy to be covered upto a limit of 10k if followed by IPD.</p>
27	Hospitalization Cash Clause of cash benefit	Rs 1000 Per day Hospitalization
28	Addition/deletion	to be done on prorata & per family basis subject to no claim taken by the employee or the family
29	Incremental Clause	Capping on room rent is linked with Consultation charge/Surgeon fee/Anesthesia charges/Charge by

		specialist / Procedure charge and other expenses shall be deducted in proportionate to room rent charges
30	GIPSA PPN	Applicable
31	Internal congenital diseases	Covered
32	External congenital disease	Covered in case of life-threatening diseases
33	Widow/ Widower Benefit	In case of unfortunate demise of employee, the dependents will continue to be covered till the policy expiry
34	No deduction in case of death	The full amount shall be covered by the insurance company in case of death;
35	E claim settlement	Claims to be settled basis soft copies upto 50K but claim papers to be submitted in original to TPA/Insurer
36	Claim Intimation	within 24 hours of hospitalization
37	Claim Submission	within 24 HRS and employee can submit documents upto 60 days of discharge subject to TREATING hospital must provide tentative cost of the treatment to the TPA for keeping liability provision
38	Mid-term Addition	New Employees and family shall be included in policy immediately upon joining, on pro-rata payment basis. No additional premium to be provided for mid-term addition of new members into the family. Pro rata Premium to be charged in case of Addition and prorated premium shall be adjusted/ refunded on exit of an employee
39	TPA	List of network of authorized hospitals to be provided.

Annexure - A2

Bill of Quantity - Age-wise Demography of Employees of EESL

Tailor Made GMC Insurance Policy for Self and their Dependent Family Members of EESL

No. of Regular Employees : 257
Total Lives (Employees and Dependents) : 826 (approx...)

Age Band	Employee (Self)	Dependent Family Members	Total Members	Annual Premium per member for Sum Insured of Rs. 10 Lakhs (Exclusive of GST)	Total Annual Premium (Exclusive of GST)
A	B	C	D	E	F= (D*E)
0-25 Years	0	282	282		
26-30 Years	6	42	48		
31-35 Years	99	74	173		
36-40 Years	64	39	103		
41-45 Years	40	34	74		
46-50 Years	29	23	52		
51-55 Years	11	23	34		
56-60 Years	8	84	92		
61-65 Years	0	72	72		
66-70 Years	0	75	75		
71-75 Years	0	48	48		
76-80 Years	0	20	20		
81-85 Years	0	7	7		
86 Years and above	0	3	3		
Grand Total	257	826	1083		Σ F

Day Care List

	Day care procedures / surgeries
A	Microsurgical Operations on the Middle Ear
1	Stapedotomy
2	Stapedectomy
3	Revision of a stapedectomy
4	Myringoplasty (Type -I Tympanoplasty)
5	Tympanoplasty (closure of an eardrum perforation/reconstruction of the auditory ossicles)
6	Revision of a tympanoplasty
B	Other operations on the middle & internal ear
7	Myringotomy
8	Removal of a tympanic drain
9	Incision of the mastoid process and middle ear
10	Mastoidectomy
11	Reconstruction of the middle ear
12	Fenestration of the inner ear
13	Revision of a fenestration of the inner ear
14	Incision (opening) and destruction (elimination) of the inner ear
C	Operations on the nose & the nasal sinuses
15	Excision and destruction of diseased tissue of the nose
16	Operations on the turbinates (nasal concha)
17	Nasal sinus aspiration
D	Operations on the eyes
18	Incision of tear glands
19	Incision of diseased eyelids
20	Excision and destruction of diseased tissue of the eyelid
21	Operations on the canthus and epicanthus
22	Corrective surgery for entropion and ectropion
23	Corrective surgery for blepharoptosis
24	Removal of a foreign body from the conjunctiva
25	Removal of a foreign body from the cornea
26	Incision of the cornea

27	Operations for pterygium
28	Removal of a foreign body from the lens of the eye
29	Removal of a foreign body from the posterior chamber of the eye
30	Removal of a foreign body from the orbit and eyeball
31	Operation of cataract
E	Operations on the skin & subcutaneous tissues
32	Incision of a pilonidal sinus
33	Free skin transplantation, donor site
34	Free skin transplantation, recipient site
35	Revision of skin plasty
36	Simple restoration of surface continuity of the skin and subcutaneous tissues
37	Destruction of diseased tissue in the skin and subcutaneous tissues
38	Local excision of diseased tissue of the skin and subcutaneous tissues
39	Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
40	Chemosurgery to the skin
F	Operations on the tongue
41	Incision, excision and destruction of diseased tissue of the tongue
42	Partial glossectomy
43	Glossectomy
44	Reconstruction of the tongue
G	Operations on the salivary glands & salivary ducts
45	Incision and lancing of a salivary gland and a salivary duct
46	Excision of diseased tissue of a salivary gland and a salivary duct
47	Resection of a salivary gland
48	Reconstruction of a salivary gland and a salivary duct
H	Other operations on the mouth & face
49	External incision and drainage in the region of the mouth, jaw and face
50	Incision of the hard and soft palate
51	Excision and destruction of diseased hard and soft palate
52	Incision, excision and destruction in the mouth
53	Plastic surgery to the floor of the mouth
54	Palatoplasty
I	Operations on the tonsils & adenoids
55	Transoral incision and drainage of a pharyngeal abscess
56	Tonsillectomy without adenoidectomy
57	Tonsillectomy with adenoidectomy
58	Excision and destruction of a lingual tonsil
J	Trauma surgery and orthopaedics
59	Incision on bone, septic and aseptic
60	Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
61	Reduction of dislocation under GA
62	Arthroscopic knee aspiration
K	Operations on the breast
63	Incision of the breast

64	Operations on the nipple
L	Operations on the digestive tract
65	Incision and excision of tissue in the perianal region
66	Surgical treatment of anal fistulas
67	Surgical treatment of haemorrhoids
68	Division of the anal sphincter (sphincterotomy)
69	Ultrasound guided aspirations
70	Sclerotherapy
M	Operations on the female sexual organs
71	Incision of the ovary
72	Insufflation of the Fallopian tubes
73	Dilatation of the cervical canal
74	Conisation of the uterine cervix
75	Incision of the uterus (hysterotomy)
76	Therapeutic curettage
77	Culdotomy
78	Incision of the vagina
79	Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas
80	Incision of the vulva
81	Operations on Bartholin's glands (cyst)
N	Operations on the prostate & seminal vesicles
82	Incision of the prostate
83	Transurethral excision and destruction of prostate tissue
84	Transurethral and percutaneous destruction of prostate tissue
85	Open surgical excision and destruction of prostate tissue
86	Radical prostatovesiculectomy
87	Incision and excision of periprostatic tissue
88	Operations on seminal vesicles
O	Operations on the scrotum & tunica vaginalis testis
89	Incision of the scrotum and tunica vaginalis testis
90	Operation on a testicular hydrocele
91	Excision and destruction of diseased scrotal tissue
92	Plastic reconstruction of the scrotum and tunica vaginalis testis
P	Operations on the testes
93	Incision of the testes
94	Excision and destruction of diseased tissue of the testes
95	Unilateral orchidectomy
96	Bilateral orchidectomy
97	Orchidopexy
98	Abdominal exploration in cryptorchidism
99	Surgical repositioning of an abdominal testis
100	Reconstruction of the testis
101	Implantation, exchange and removal of a testicular prosthesis
Q	Operations on the spermatic cord, epididymis und ductus deferens

102	Surgical treatment of a varicocele and a hydrocele of the spermatic Cord
103	Excision in the area of the epididymis
104	Epididymectomy
105	Reconstruction of the spermatic cord
106	Reconstruction of the ductus deferens and epididymis
R	Operations on the penis
107	Operations on the foreskin
108	Local excision and destruction of diseased tissue of the penis
109	Amputation of the penis
110	Plastic reconstruction of the penis
S	Operations on the urinary system
111	Cystoscopical removal of stones
T	Other Operations
112	Lithotripsy
113	Coronary angiography
114	Haemodialysis
115	Radiotherapy for Cancer
116	Cancer Chemotherapy

Note: Any new procedure under day care treatment pre-approved by TPA/ Insurer to be covered

List of Excluded Expenses (Non-Medical) under the Health Policies

SNO	LIST OF EXPENSES	ADMISSIBILITY
	TOILETRIES/ COSMETICS/PERSONAL COMFORT OR CONVENIENCE ITEMS	
1	HAIR REMOVAL CREAM	Not Payable
2	BABY CHARGES (UNLESS SPECIFIES/INDICATED)	Not Payable
3	BABY FOOD	Not Payable
4	BABY UTILITES CHARGES	Not Payable
5	BABY SET	Not Payable
6	BABY BOTTLES	Not payable
7	BRUSH	Not payable
8	COSY TOWELS	Not payable
9	HAND WASH	Not payable
10	MOISTURISER, PASTE, BRUSH	Not payable
11	POWDER	Not Payable
12	RAZOR	Payable
13	SHOE COVER	Not payable
14	BEAUTY SERVICES	Not Payable
15	BELTS/BRACES	Payable only in cases who have undergone surgery for Thoracic or lumbar spine
16	BUDS	Not Payable
17	BARBER CHARGES	Not Payable
18	CAPS	Not Payable
19	COLD PACK/HOT PACK	Not Payable
20	CARRY BAGS	Not Payable
21	CRADLE CHARGES	Not Payable
22	COMB	Not Payable
23	DISPOSABLES RAZORS CHARGES (for site preparation)	Payable
24	EAU-DE-COLOGNE / ROOM	Not Payable
25	EYE PAD	Not Payable
26	EYE SHEILD	Not Payable
27	EMAIL / INTERNET CHARGES	Not Payable
28	FOOD CHARGES (Other than patient's diet provided by Hospital)	Not Payable
29	FOOT COVER	Not Payable
30	GOWN	Not Payable
31	LEGGINGS	Payable only in case of varicose vein surgery, where surgery itself is payable
32	LAUNDRY CHARGES	Not Payable
33	MINERAL WATER	Not Payable
34	OIL CHARGES	Not Payable

35	SANITARY PAD	Not Payable
36	SLIPPERS	Not Payable
37	TELEPHONE CHARGES	Not Payable
38	TISSUE PAPER	Not Payable
39	TOOTH PASTE	Not Payable
40	TOOTH BRUSH	Not Payable
41	GUEST SERVICES	Not Payable
42	BED PAN	Not Payable
43	BED UNDER PAD CHARGES	Not Payable
44	CAMERA COVER	Not Payable
45	CLINIPLAST	Not Payable
46	CREPE BANDAGE	Not Payable
47	CURAPORE	Not Payable
48	DIAPER OF ANY TYPE	Not Payable
49	DVD/CD CHARGES	Not Payable (if CD is specifically sought by Insurer / TPA, then payable).
50	EYELET COLLAR	Not Payable
51	FACE MASK	Not Payable
52	FLEXI MASK	Not Payable
53	GAUSE SOFT	Not Payable
54	GAUZE	Not Payable
55	HAND HOLDER	Not Payable
56	HANSAPLAST / ADHESIVE BANDAGES	Not Payable
57	INFANT FOOD	Not Payable
58	SLINGS	Reasonable cost of one sling in case of upper arm fracture may be considered
ITEMS SPECIFICALLY EXCLUDED IN THE POLICIES		
59	WEIGHT CONTROL PROGRAMMES/SUPPLIES/ SERVICES	Exclusion in policy
60	COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS ETC.,	Exclusion in policy
61	DENTAL TREATMENT EXPENSES THAT DO NOT REQUIRE HOSPITALISATION	Exclusion in policy
62	HORMONE REPLACEMENT THERAPY	Exclusion in policy
63	HOME VISIT CHARGES	Exclusion in policy
64	INFERTILITY/ SUBFERTILITY/ ASSISTED CONCEPTION PROCEDURE	Exclusion in policy
65	OBESITY (INCLUDING MORBID OBESITY) TREATMENT	Exclusion in policy
66	PSYCHIATRIC & PSYCHOSOMATIC DISORDERS	Exclusion in policy
67	CORRECTIVE SURGERY FOR REFRACTIVE ERROR	Exclusion in policy
68	TREATMENT OF SEXUALLY TRANSMITTED DISEASES	Exclusion in policy
69	DONOR SCREENING CHARGES	Exclusion in policy

70	ADMISSION/REGISTRATION CHARGES	Exclusion in policy
71	HOSPITALISATION FOR DIAGNOSTIC PURPOSE	Exclusion in policy
72	EXPENSES FOR INVESTIGATION/TREATMENT IRRELEVANT TO THE DISEASE FOR WHICH ADMITTED OR DIAGNOSED	Exclusion in policy
73	ANY EXPENSES WHEN THE PATIENT DIAGNOSED WITH RETRO VIRUS+OR SUFFEREING FROM /HIV/ AIDS ETC. IS DETECTED/DIRECTLY OR INDIRECTLY	Exclusion in policy
74	STEM CELL IMPLANTATION/SURGERY	Exclusion in policy
ITEMS WHICH FORM PART OF HOSPITAL SERVICES WHERE		
75	WARD AND THEATRE BOOKING CHARGES	Payable under OT Charges, not separately
76	ARTHROSCOPY & ENDOSCOPY INSTRUMENTS	Rental charged by the hospital allowed. Purchase of Instruments not allowed.
77	MICROSCOPE COVER	Payable under OT Charges, not separately
78	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER	Payable under OT Charges, not separately
79	SURGICAL DRILL	Payable under OT Charges, not separately
80	EYE KIT	Payable under OT Charges, not separately
81	EYE DRAPE	Payable under OT Charges, not separately
82	X-RAY FILM	Payable under Radiology Charges, not as consumable
83	SPUTUM CUP	Payable under Investigation Charges, not as consumable
84	BOYLES APPARATUS CHARGES	Part of OT Charges, not payable separately
85	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	Part of cost of Blood, not payable separately
86	ANTICEPTIC OR DISINFECTANT LOTIONS	Part of dressing charges, not payable separately
87	BAND AIDS, BANDAGES, STERILE INJECTIONS NEEDLES, SYRINGES	Part of dressing charges, not payable separately
88	COTTON	Part of dressing charges, not payable separately
89	COTTON BANDAGE	Part of dressing charges, not payable separately
90	MICROPORE / SURGICAL TAPE	when prescribed otherwise part of dressing charges
91	BLADE	Not payable
92	APRON	Not payable -Part of Hospital services/ Disposable linen to be part of OT/ICU charges
93	TORNIQUET	Not payable
94	ORTHOBUNDLE, GYNAEC BUNDLE	Part of dressings charges
95	URINE CONTAINER	Not payable
ELEMENTS OF ROOM CHARGES		
96	LUXURY TAX	Actual Tax levied by Govt. is payable. Part of Room charges for sublimit.
97	HVAC	Part of room charge, not payable separately.
98	HOUSE KEEPING CHARGES	Part of room charge, not payable separately.

99	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED	Part of room charge, not payable separately.
100	TELEVISION & AIR CONDITIONER CHARGES	Payable under room charges not if separately levied
101	SURCHARGES	Part of room charge, not payable separately
102	ATTENDANT CHARGES	Part of room charge, not payable separately
103	IM IV INJECTION CHARGES	Part of Nursing charges, not payable separately
104	CLEAN SHEET	Part of laundry/housekeeping not payable separately.
105	EXTRA DIET OF PATIENT (OTHER)	Patient's diet provided by hospital is
106	BLANKET / WARMER BLANKET	Part of room charge, not payable separately
	ADMINISTRATIVE OR NON-MEDICAL CHARGES	
107	ADMISSION KIT	Not Payable
108	BIRTH CERTIFICATE	Not Payable
109	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES	Not Payable
110	CERTIFICATE CHARGES	Not Payable
111	COURIER CHARGES	Not Payable
112	CONVENYANCE CHARGES	Not Payable
113	DIABETIC CHART CHARGES	Not Payable
114	DOCUMENTATION CHARGES / ADMINSTRATIVE EXPENSES	Not Payable
115	DISCHARGE PROCEDURE CHARGES	Not Payable
116	DAILY CHART CHARGES	Not Payable
117	ENTRANCE PASS / VISITORS PASS CHARGES	Not Payable
118	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE	To be claimed by patient under Post Hospitalization, where acceptable.
119	FILE OPENING CHARGES	Not Payable
120	INCIDENTAL EXPENSES /	Not Payable
121	MEDICAL CERTIFICATE	Not Payable
122	MAINTAINANCE CHARGES	Not Payable
123	MEDICAL RECORDS	Not Payable
124	PREPARATION CHARGES	Not Payable
125	PHOTOCOPIES CHARGES	Not Payable
126	PATIENT IDENTIFICATION BAND/NAME TAG	Not Payable
127	WASHING CHARGES	Not Payable
128	MEDICINE BOX	Not Payable
129	MORTUARY CHARGES	Payable upto 24 hrs, shifting charges not payable.
130	MEDICO LEGAL CASE CHARGES (MLC CHARGES)	Not payable
	EXTERNAL DURABLE DEVICES	
131	WALKING AIDS CHARGES	Not Payable
132	BIPAP MACHINE	Not payable

133	COMMODE	Not Payable
134	CPAP/ CAPD EQUIPMENTS	Device not payable
135	INFUSION PUMP - COST	Device not payable
136	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)	Not Payable
137	PULSEOXYMER CHARGES	Device not payable
138	SPACER	Not Payable
139	SPIROMETRE	Device not payable
140	SPO2 PROBE	Not payable
141	NEBULIZER KIT	Not payable
142	STEAM INHALER	Not payable
143	ARMSLING	Not payable
144	THERMOMETER	Not payable paid by patient
145	CERVICAL COLLAR	Not payable
146	SPLINT	Not Payable
147	DIABETIC FOOT WEAR	Not payable
148	KNEE BRACE (LONG/SHORT/HINGED)	Not Payable
149	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER	Not Payable
150	LUMBO SACRAL BELT	Paid only in cases who have undergone surgery of Lumbar spine.
151	NIMBUS BED OR WATER OR AIR BED CHARGES	Payable for any ICU patient requiring more than 3 days stay in ICU, All patients with paraplegia, quadriplegia for any reason and at reasonable cost of approx. Rs.200/day
152	AMBULANCE COLLAR	Not payable
153	AMBULANCE EQUIPMENT	Not payable
154	MICROSHIELD	Not payable
155	ABDOMINAL BINDER	Payable in post-surgery patients of major abdominal surgeries including TAH, LSCS, incisional hernia repair, exploratory laparotomy for intestinal obstruction, liver transplant, etc.
ITEMS PAYABLE IF SUPPORTED BY A PRESCRIPTION		
156	BETADINE \ HYDROGEN PEROXIDE \ SPIRIT \ \ DISINFECTANTS, ETC	Payable when prescribed for patient, not for hospital use in OT or ward or dressings.
157	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES	Post hospitalization nursing charges not payable
158	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES	Patient Diet provided by hospital is payable
159	SUGAR FREE	Payable -Sugar free variants of Admissible medicines are not excluded.
160	CREAM POWDER LOTION(Toiletries are not payable, only prescribed medical pharmaceuticals payable)	Payable when prescribed.

161	DIGESTION GELS	Payable when prescribed
162	ECG Electrodes	Upto 5 electrodes are required for every case visiting OT or ICU. For longer stay in ICU may require a change and one set every second day is payable.
163	GLOVES	Sterilized gloves payable/Unsterilized not payable
164	HIV KIT	Payable - Pre-Operative Screening
165	LISTERINE/ANTISEPTIC MOUTHWASH	Payable when prescribed
166	LOZENGES	Payable when prescribed
167	MOUTH PAINT	Payable when prescribed
168	NEBULIZATION KIT	If used during hospitalization is payable reasonably
169	NOVARAPID	Payable when prescribed
170	VOLINI GEL/ ANALGESIC GEL	Payable when prescribed
171	ZYTEE GEL	Payable when prescribed
172	VACCINATION CHARGES	Routine vaccination not payable/ post bite vaccination payable
PART OF HOSPITAL'S OWN COST AND NOT PAYABLE		
173	AHD	Not payable -Part of Hospitals internal cost
174	ALCOHOL SWABS	Not payable - Part of Hospital's internal cost
175	SCRUB SOLUTION/STERILLIUM	Not payable - Part of Hospital's internal cost
OTHERS		
176	VACCINE CHARGES FOR BABY	Not Payable
177	AESTHETIC TREATMENT / SURGERY	Not Payable
178	TPA CHARGES	Not payable
179	VISCO BELT CHARGES	Not Payable
180	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]	Not payable
181	EXAMINATION GLOVES	Not payable
182	KIDNEY TRAY	Not Payable
183	MASK	Not Payable
184	OUNCE GLASS	Not payable
185	OUTSTATION CONSULTANT'S/SURGEON'S FEES	Not payable
186	OXYGEN MASK	Not Payable
187	PAPER GLOVES	Not Payable
188	PELVIC TRACTION BELT	Payable only in case of PIVD requiring traction
189	REFERAL DOCTOR'S FEES	Not payable
190	ACCU CHECK (GLUCOMETERY/STRIPS)	Not payable Pre- hospitalization or post-hospitalization/Reports and charts required/ device not payable
191	PAN CAN	Not payable
192	SOFNET	Not payable
193	TROLLY COVER	Not payable
194	UROMETER URINE JUG	Not payable

195	AMBULANCE	Payable -Ambulance from home to hospital or inter hospital shift is payable / RTA as specific requirement is payable.
196	TEGADERM/VASOFIX SAFETY	Payable - Maximum of 3 in 48 hrs and then 1 in 24 hrs.
197	URINE BAG	Payable where medically necessary till a reasonable cost maximum 1 per 24 hrs.
198	SOFTOVAC	Not payable
199	STOCKINGS	Payable in case of CABG

Policy premium/ addition/deletion/claim summary/Claim Ratio/Age Band

A. The Policy premium year wise:

Policy Year	Inception Premium (Exclude GST)	Inception Lives
2018-19	58,99,999	914
2019-20	63,45,264	983
2020-21	82,26,899	1114
2021-22	1,10,00,000	1143
2022-2023	1,15,00,000	1136

B. Total Lives/ addition/ deletion for the year 2018 onwards:

Descriptions	2022-2023	2021-2022	2020-21	2019-20	2018-19
No. of lives Insured (Total)	1095	1130	1163	1078	951
No. of lives Inception	1143	1143	1114	981	911
Addition	32	57	156	113	116
Deletion	71	70	107	16	76

C. Claim Summary with bifurcation is given below:

Status of Claims	2022-23 Till 01.05.2023		2021-22		2020-201		2019-20		2018-19	
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.
Total no of claims	105	9389783	126	11140102	152	11867221	126	7563960	127	6216270
Paid and settled claims	97	8268282	119	11025606	127	11434569	105	6809621	107	5604404
Cashless claims	81	7005164	76	8231399	109	10720135	59	5573567	53	4083586
Reimbursement claims	16	1263118	43	2794207	18	714434	46	1266054	54	1520818
Outstanding Claims- cashless	3	295858	0	0	0	0	2	116513	0	0
Outstanding Claims- reimbursement	4	347052	0	0	0	0	7	211671	0	0
Denied cases	33	478591	7	114496	25	432652	12	426155	20	611866

D. Claim Ratio with comparison for the year 2018-19 onwards to till date

Particular	2022-23 [till 01.05.2023]	2021-22	2020-21	2019-20	2018-19
Claims Ratio (%) on total premium	79%	103%	127%	109.59%	95.16%
Claims Ratio (%) - On Earned Premium till date	89%	103%	127%	109.59%	95.16%
Value of Denied claims (Rs.): (Details available in enclosed claims dump)	478591	432652	114496	426155	611866

E. Age Band Distribution (Self and Dependent Family Members) as on date:

Age Band	Employee (Self)	Dependent Family Members
0-25 Years	0	282
26-30 Years	6	42
31-35 Years	99	74
36-40 Years	64	39
41-45 Years	40	34
46-50 Years	29	23
51-55 Years	11	23
56-60 Years	8	84
61-65 Years	0	72
66-70 Years	0	75
71-75 Years	0	48
76-80 Years	0	20
81-85 Years	0	7
86 Years and above	0	3
Grand Total	257	826

Declaration Sheet

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

I, further certify that I am the duly authorized representative of the under mentioned tenderer.

I, further certify that my company meets all the conditions of eligibility criteria laid down to take part in the tender.

I, further specifically certify that my company meets/is having Medical Insurance participation in minimum three major companies/ institutions/ organizations etc. in the last five years

I, further specifically certify that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

(Signature and Seal of the Tenderer)

Certificate of Declaration for Confirmation of IRDA Guidelines

I,_____hereby certify that our offer no._____dated _____against tender specification No._____does not amount to any breach of IRDA guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with IRDA Guidelines and EESL 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 squarely on us. I, further certify that I am the duly authorized representative of the Insurer and competent to agree as above.

(Signature and Seal of the Tenderer)

3.1 Completion Period/Timelines:

The timeline for the assignment is 1 Year from the date of LoA; however, it may be extended by another 1 Year subject to mutual agreement of both the parties along with satisfactory performance.

4. The Bidder/ Agency shall not have a conflict of interest. All Bidders/ Agencies found **(in the sole discretion of EESL)** to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders as per Flag-A] or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a Agency in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
 - (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation

or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.; or

(h) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

4.1 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

4.2 Consortium bids/proposals will not be allowed.

5. **Instructions relating to submission of Proposal**

5.1 Bidding will be conducted through **Open Competitive Bidding** procedures as per the provisions of RfP Documents through e -portal i.e., <https://www.tenderwizard.com/EESL>

5.2 The Bidders are requested to note that the subject documents have been uploaded on <https://www.tenderwizard.com/EESL> and may check the various details associated with the registration of their organization on <https://www.tenderwizard.com/EESL>

Bidders may please note that for proper submission of their proposals, they are responsible and expected to apprise themselves adequately for the procedure and provisions available on the e-portal. The Company in no case shall be responsible for any issues related to timely or properly uploading /submission of the Proposal.

Bidder may refer “*General Instructions to the Bidder and To Do List*” attached as **Attachment-A** of this RfP Documents.

5.3 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfP Documents. The Pre-proposal Conference for clarifying Bidder’s queries shall be held on 12.05.2023 at 1100Hrs (IST) at EESL’s corporate office at Contracts Department, 4th Floor, Core -V, SCOPE Complex, Lodhi Road, New Delhi – 110003. The invite for attending said pre-proposal conference through online mode is given as:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjY3ZDdlMzctOTBkNC00NTNiLTg1Y2ItOWJkMGVmNzNiOWRm%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-

[23324992b1dd%22%2c%22Oid%22%3a%227971dbbd-7026-4e1f-b8d2-f2cf52e7a98b%22%7d](#)

5.4 Preparation of Proposal/Bid:

5.4.1 **Packet-I of Envelope -1 (Techno-Commercial Bid):** All the Bidders except those exempted pursuant to **Flag-B** shall submit along with the hard copy part of bid a non-refundable fee as **INR 15,000.00** towards the cost of Bidding Documents in the form of demand draft in favor of Energy Efficiency Services Limited, payable at New Delhi.

Bid Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:

Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL
ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRANCH DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI, DELHI-110001

Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-1. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.

Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per clause 5.8, except as exempted, shall be liable to rejection of the Bid.

5.4.2 **Packet-II of Envelope -1 (Techno-Commercial Bid):** Soft Copy Part of the Proposals must be uploaded under Single Stage Two Envelope Bidding procedure on the e-portal at or before **1100 Hrs. (IST)** on **27/05/2023**. The e-Procurement system would not allow any late submission of Proposals through the e-portal after due date & time as specified.

Soft copy part of the Proposal shall comprise of following documents to be uploaded on the e-portal as per the provisions therein:

(a) **As part of First Envelope (Technical Proposal/Bid)**

- (i) Letter of First Envelope Proposal in MS Word format together with the following attachments on Letter Head of the Bidders/Agency's, duly completed and signed by the Bidders/Agency's, in scanned copy as per subject RfP documents:

- (a) Attachment 1: Bid Form (Format of Application) as per format at **Annexure-I.**

Note: Non submission of this Bid Form shall lead to outright rejection of Bid.

- (b) Attachment 2: Power of Attorney (Bidders to use their own format)

A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders.

- (c) Attachment-3 (Bid Security/Earnest Money Deposit (EMD)): **Not Applicable**

- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law (Bidders shall furnish copy of certificate of incorporation of the Company.)

- (e) Attachment 6: Certificate regarding various compliances as per **Annexure - III.**

- (f) Attachment 7: An undertaking regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per **Annexure-IV.**

- (g) Attachment 8: An undertaking by Holding company (as applicable) as per **Annexure-V.**

- (h) Attachment 9: Details, in support of meeting Qualifying Requirement /Eligibility criteria as mentioned in Flag-A, to be filled in **Annexure-VI.**

Note: Bidder to note that no document revealing the prices shall be submitted in Envelope-1 along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled in Envelope-2 as per the provision(s) made available by EESL in the prescribed format uploaded on e-procurement portal.

5.4.3 Envelope - 2 (Financial Proposal/Price Bid) to be submitted in Soft Copy:

- (i) The prices are to be filled in prescribed format in soft copy (in excel format) available on e-portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at **Annexure-VII** in the RfP document is only for illustration/reference purpose
- (ii) Requirements for Financial Proposal/Bids

The Bidder/Agency is required to quote Prices/Fee in Indian Rupees (INR) on a lumpsum basis for complete scope of work, as per prescribed format available in the e-portal. The prices/fees quoted by the Bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee. The fee will be payable in Indian Rupees after successful completion of the transaction. Withholding taxes, as applicable, will be deducted at the time of making payment.

The fee quoted should be unconditional and inclusive of all expenditure. It may be noted that the Bidder cannot prescribe any time limit for validity of the financial bid. The price shall remain firm and fixed and shall not be subject to any adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

- 5.5 Soft copy part of the bid shall be uploaded through the portal <https://www.tenderwizard.com/EESL> at or before the submission time and date as stipulated in the RfP document. Hard copy of the bid under Packet-I to Envelope-1 must be received by the Employer at the address specified below no later than the time and date stated herein below:

Address in Person or by Post:

Additional General Manager (Contracts),
M/s. Energy Efficiency Services Limited
Core-5, 4th Floor,
SCOPE Complex,

Lodhi Road, New Delhi-110003

Deadline for submission of Hard copy of Documents

Date: 23.05.2023

Time: up to 1100 hours [Indian Standard Time (e-procurement server time)]

Address for Bid Opening:

M/s. Energy Efficiency Services Limited
Core-5, 4th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The deadline for soft copy part of the bid submission is

Date: 23.05.2023

Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].

Bid submission timelines will be defined as per the e-Procurement server clock only.

Time and date for Bid Opening – Envelop-I (First Envelope):

Date: 23.05.2023

Time: 1130 hours (Indian Standard Time)

Bid Title: Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's MEDICAL POLICY on PAN India basis.

NIT No.: EESL/06/2023-24/HR/IPD/OTE/232405003, Dated 05.05.2023

First Envelope shall be opened on **23.05.2023** in the online presence of the Bidders' representatives who choose to attend at **1130 Hrs. (IST)**. The Second Envelope i.e., Price Part of only shortlisted Bidders shall be opened. Second Envelope i.e., Price Part shall be opened on a date to be intimated later in the online presence of the Bidders' representatives who choose to attend at the time and date given in the intimation for opening of Second Envelope.

- 5.6 Notwithstanding above, the Company may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs. (IST) to 1500 hrs. (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e., 1100

hrs. (IST) on the last day of the aforesaid deadline. Any request received by the Company thereafter i.e., beyond 1100 hrs. (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs. (IST) as above shall be given by the Company.

The e-mail IDs for aforesaid purpose are:

pankajkumar@eesl.co.in

amittal@eesl.co.in

- 5.7 The company reserves the sole right to accept or reject any or all the proposals thus received without assigning any reasons thereof.

5.8 **Clarification of Proposals**

During proposal evaluation, the Company may, at its discretion, ask the Bidder for a clarification of its proposal. In case of erroneous/non submission of following documents:

- i) related to/identified in Sub-Clause 5.4.2(a) (*except for Attachment-1 (Application) and Attachment-3 (Bid Security)*) above required to be submitted by the Bidder as per the provisions of the RfP Documents;
- ii) Online Payment Acknowledgement towards the Bid Document fee (*applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids*). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification

The Company may give the Bidder not more than 05 working day' notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

6. Evaluation Process

- 6.1 The First Envelope of the Bids will be evaluated on the undertakings/documentary evidence required to be submitted for fulfillment of all the conditions as mentioned in Sub-Clause 5.4 above and as mentioned herein below.

6.1.1. **Qualification:**

The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Eligibility and Qualification Requirement specified in **Flag-A** to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Eligibility and Qualification Requirement shall be final and binding.

The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer.

The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

The Second Envelope of only those Bidders (shortlisted Bidders) will be opened who submit all undertakings/confirmation about fulfillment of the conditions mentioned in Sub-Clause 5.4 above and meets the eligibility and qualifying requirements as per **Flag-A**.

The shortlisted Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals/Price Bids. The date and time of opening of the Financial Proposals/Price Bids would be intimated/announced to the shortlisted Bidders. Bids with conditionality will be summarily rejected.

Preference to MSE Bidders shall be applicable as per **Flag-B**.

6.2 **Arithmetical errors will be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the prices in words shall be taken as the final price for all purposes.

6.3 **Procedure for Selection of Agency**

The Bidder who has quoted the lowest qualified and responsive total price shall be appointed as successful Agency. In case of tie in the total lowest price, the Bidder with highest Turnover (Gross/Total value indicated in Profit & Loss statement for last FY i.e., FY 2021-22) shall be considered as successful Agency. The Notification of Award to the successful Agency shall be issued as per the format attached here as **Attachment-B** and Contract Agreement shall be signed as the format attached here as **Attachment-C**. The said Notification of Award shall be treated as formation of Contract and effective date of Contract for commencement of services, to be rendered by Agency under subject tender, shall be date of Notification of Award.

7. **Contract Performance Guarantee (CPG): Not Applicable.**

8. **Payment Terms**

- a) 100% Advance Payment of the total premium amount including ad hoc (APD) shall be paid before commencement date of Policy on submission of GST Invoice.
- b) Bill shall be submitted in triplicate to the OFFICER-In charge for verification. PAN No. /GSTIN No. should be printed on the invoice. TDS will be deducted as applicable.
- c) Signing of contract agreement shall be a prerequisite for release of payment.

9. Sub-contracting of the assignment will not be allowed. The appointed Agency shall be solely responsible for all the required final deliverables.

10. **Handling of Documents**

10.1 All documents prepared by Agency in connection with the services to be provided by the Agency shall be the property of the Company. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the Company before final acceptance or

thereafter. Agency can retain one copy of the documentation (including working papers) relating to advice or report it may provide as a part of this assignment subject to confidentiality obligation specified in clause 10.2. Further, the documents to be handed over the Company would not include the internal checklist and discussion/review notes prepared.

- 10.2 Agency shall take all necessary steps as per relevant law to ensure confidential handling of all matters pertaining to any information developed or acquired by him from the Company under terms of the contract or in performance thereof.
- 10.3 Agency shall not prepare articles or photographs for publication or speeches about the work and/or plan, contracts and installation in which Company has an interest without prior written consent of Company.
- 10.4 Agency shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.
- 10.5 After receiving Notification of Award, successful Agency shall sign & seal the Confidentiality Undertaking as per **Attachment-D** prior to signing of Contract Agreement.

11. **Liquidated Damages: Not Applicable**

12. **Liability of the Agency**

- 12.1 Any mistake or inadequacy appear in the documents submitted by the Agency, the Agency shall perform at its own initiative and no extra cost to EESL, all such services as shall be necessary to remedy the said mistake or inadequacy.
- 12.2 The Agency shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually paid or payable to the Agency.
- 12.3 Agency shall indemnify and hold harmless EESL against any and all claims, demands, and/or judgements of any nature brought against EESL arising out of the services by Agency and its staff under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

13. Termination

13.1 Termination for Defaults:

13.1.1 The EESL may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the contract in whole or in part:

- a) if the Agency fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the owner in writing.
- b) if the Agency fails to perform any other obligation(s) under the contract; or
- c) if the Agency in either of the above circumstances, does not cure its failure within a period of 15 days after receipt of the default notice from the owner.
- d) If the contract is terminated as aforesaid, the agency shall refund the proportionate of the premium amount already, the decision of EESL in this regard shall be final.

13.1.2 In the event of owner terminating the contract in whole or in part, pursuant to clause 13.1.1. the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Agency shall be liable to the owner for any excess costs for such similar services subject to limitation of liability applicable under Clause 12 above. However, the Agency shall continue performance of the contract to the extent not terminated.

13.2 Termination for Convenience

13.2.1 The owner may be giving written notice to the Agency, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

13.2.2 The services that are completed and ready for final submission within thirty days after the Agency receipt of notice of termination shall be accepted by the owner at the contract terms and prices. For the remaining services, the owner may elect:

- a) to have any portion completed and delivered at the contract terms and provisions and /or

- b) to cancel the remainder and pay to the Agency an agreed amount for partially completed services.

13.3 Termination for Insolvency

- 13.3.1 The owner may at any time terminate the contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the owner.

14. Force Majeure

- 14.1 Force Majeure is hereby defined as any cause which is beyond the control of Agency or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes

provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

- 14.2 Agency or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Agency performance of their obligations has been delayed for other causes.

- 15. **Settlement of Dispute:** Agency and EESL agree that avoidance or early resolution of disputes is crucial for smoothly executing the contract and completing the assignment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

15.1 **Dispute Resolution**

- 15.1.1 If any dispute of any kind whatsoever shall arise between the EESL and the Agency in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities – whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 (thirty) days from the date commencement of such mutual consultation, then the dispute shall be referred in writing by either party to the Arbitration as per the provision provided in the Agreement.

15.2 **Arbitration**

15.2.1 **In case the Contractor is a Public Sector Enterprise or a Government Department**

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration

and Conciliation Act, 1996 and any and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India. Notwithstanding any reference to the Arbitration herein, parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings.

16. For any correspondence during tendering stage, please contact the following:

AGM (Contracts)/Engineer (Contracts)
4th Floor, Core -V, SCOPE Complex,
Lodhi Road, New Delhi – 110003
Kind attention- 1. Sh. Alok Kumar Mittal
2. Sh. Pankaj Kumar
e-mail: amittal@eesl.co.in
pankajkumar@eesl.co.in

17. The officer in charge during execution of Contract shall be as per the following:

Smt. Harleen Sachdeva
Head-HR
NFL Building, 6th Floor,
Core – III, SCOPE Complex,
Lodhi Road, New Delhi – 110003
e-mail: hsachdeva@eesl.co.in

Attachment-1

BID FORM (FORMAT OF APPLICATION)

To,
GM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject:-

Date:-DD-MM-YYYY

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for **Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's Medical Policy on PAN India basis** as detailed below:

2.0 I. Packet-I of Envelope 1:

- (a) **Bid Fee:** Fee towards cost of RfP Documents 5.4.1 or documentary evidence as mentioned in **Flag-B** of RFP in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit: Not Applicable**

II. Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders. Further, Bidders shall furnish copy of certificate of incorporation of the Company.
- (c) Attachment 3: Bid Security/Earnest Money Deposit (EMD): Not Applicable
- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law
- (e) Attachment 6: Certificate regarding various compliances

- (f) Attachment 7: An undertaking regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”
- (g) Attachment 8: An undertaking by Holding company (as applicable) as per **Annexure-V**.
- (h) Attachment 9: Details, in support of meeting Qualifying Requirement / Eligibility criteria.

3.0 Envelope 2: Price Bid

- 3.1 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 4 of RfP Documents no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same
- 3.2 We declare that the prices left blank in BOQ/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actual
- 4.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 5.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 6.0 We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 7.0 If applicable, until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 8.0 We understand that you are not bound to accept the lowest or any other bid you may receive.

9.0 We further confirm the following:

a. We are Micro/ Small Enterprise company as per relevant notification/order of Ministry of MSME	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>
b. We have submitted requisite Micro and Small Enterprises (MSE) registration certificate along with our proposal/bid	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>

10.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S
SIGNATORIES
ADDRESS:
MOBILE NO. :
LAND LINE NO. :

Our correspondence details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	
9	GST No. of the bidder	

Attachment-2

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Attachment-3

(Bid Security and Earnest Money Deposit)

NOT APPLICABLE

Attachment-4

Certificate of Incorporation/Registration in India as Per Applicable Act/Law

Attachment-6

CERTIFICATE FOR VARIOUS COMPLIANCES

- 1.0 We hereby certify that we understand that the Scope of Work and requirement of this Request for Proposal is indicative only and not exhaustive in any manner and we understand the requirement of EESL, accordingly, services shall be executed in line with the requirement of the EESL. We undertake to be the single point of contact for EESL and shall be solely responsible for all activities and work.
- 2.0 We hereby certify that we are Class-I Local Supplier (in line with relevant Government of India notifications/orders/circulars etc.) and all the services (more than 50%) to be provided for the subject Consultancy assignment shall be sourced from within India.
- 3.0 We hereby attach the duly signed and stamped bid document as an acceptance of bid specifications and terms & conditions with the technical bid. It is certified that no conflict of interest in line with clause 4 of the RfP Documents exists as on date and if in future such a conflict of interest arises, we will intimate the same.
- 4.0 We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e., www.eeslindia.org) and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

- 5.0 Further, we certify that we shall comply with the Scope of work and requirements and the Request for Proposal's terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side and the fee/charges quoted by us are in accordance with the terms and conditions laid down in the RfP No. _____ dated ____/ __/2020 of the Company and are unconditional.

(The certificate should be signed by the authorized signatory of the Bidder.)

Note: The content of the certificate must not be changed. Clarification, if any, may be provided separately in line with the provisions of the RfP Documents.

Attachment-7

**Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by
Public Procurement Division, Department of Expenditure, Ministry of Finance,
Government of India (DoE Order)**

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**”] and any subsequent modifications/ Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

Sign & Stamp:

Attachment-8

PROFORMA OF LETTER OF UNDERTAKING

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]**

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Flag-A and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

(1)

(2)

Yours faithfully,

(Signature of Authorized Signatory)
on behalf of the Holding Company

Name & Designation
Name of the Holding Company
(Seal of Holding Company)

Attachment-9**Format for filling details related to Qualifying Requirement (QR)**

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
1.	Status of the Bidder	
a.	Single Entity means a limited company (as defined in the Companies Act, 1956) and its Amendment thereof	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2008).	<input type="checkbox"/>
d.	Proprietorship firm	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	(....fill in no. and date of Documentary evidence....)

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for QR)

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
2.	Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience in line with the QR.	(....fill in Contract No. and its Date)
2.1	Mention Name and Address of Client along with Contact details of concerned person	(....fill in requisite details....)
2.2	Value of Work Order	INR
2.3	Date of execution/completionDD/MM/YYYY...

Note: Use separate sheets for each Contract to fill in details as per sl. no.2 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
3.	Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (immediately preceding FY) (ii) Financial Year 2 (immediately preceding FY from (i)) (iii) Financial Year 3 (immediately preceding FY from (ii))	INR.....Average of (i), (ii) & (iii) below..... (i) Financial Year 1 INR..... (ii) Financial Year 2 INR..... (iii) Financial Year 3 INR.....
3.1	Duly authorized copy of audited financial statements for preceding last three Financial Year is submitted	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Net worth of the bidder in immediate last financial year	INR.....
5.	Bidder is Start-up/MSE as per relevant policy/guidelines of Government of India.	MSE <input type="checkbox"/> Start-up <input type="checkbox"/> None <input type="checkbox"/>
5.1	Documentary Evidence Submitted in support of sl. no.5 above	(...fill in name of Documentary Evidence....)

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

Eligibility and Qualifying Requirements (QR)**A. Eligibility Criteria:**

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1.	<p>Bidder should be a registered private or public owned Insurance company under The Companies Act, 1956 and any amendment thereof</p> <p>(No Consortium/Joint Venture is allowed in the tender)</p>	Copy of certificate of incorporation/ Memorandum of Association/ Article of Association
2	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) Order 2017- Revision" issued vide order ref no. P-45021/2/2017-PP (BE-II) GoI, Dated 16.09.2020</p> <p>NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the enclosed format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class-I or Class-II local supplier' and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the 'Class-I or Class-II local Supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format in the RfP Documents.</p>
3	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> · Not from a country which shares a land border with India <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. 	Bidder to submit a Declaration as per the format enclosed in this RfP Document.

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
	The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.	
4	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped on company’s Letter Head.	To submit Self Declaration on Company’s Letter Head.
5	Firms/Companies should be registered with/licensed by Insurance Regulatory and Development Authority (IRDA). The bidder should be registered with IRDA to carry out Health insurance business for atleast last 3 completed financial years continuously.	Bidder to submit copies of valid license/registration proof issued by IRDA along with its renewal copies.

B. Qualifying Requirements:

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
1	QUALIFICATION OF THE BIDDER Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder’s Technical Experience and Financial QR as demonstrated by the Bidder’s responses in its Bid. Subcontractors’ technical experience and financial resources shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium not allowed.	
1.1	Technical Experience	
1.1.1	The bidder must have successfully underwritten Group Health Insurance Policies in PSUs/ Government Departments/ Government Autonomous bodies as an insurer during the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT). <ul style="list-style-type: none"> At least one Policy for Capital Sum Insured not less than Rs. 102.40 Lakhs 	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant insurance policies along with copies of any document in respect of satisfactory execution/ completion of each of those Insurance policies.

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
	<p style="text-align: center;">OR</p> <ul style="list-style-type: none"> At least two Policies, each for Capital Sum Insured not less than Rs. 64 Lakhs <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> At least three Policies, each for Capital Sum Insured not less than Rs. 51.20 Lakhs 	
1.1.2	The Insurance Company should be having Medical insurance participation in a minimum of three major PSUs/ Government Departments/Government Autonomous bodies. Major Institutions here implies at least 1100 insured employees (including their dependents) or more	Documentary evidence should be submitted in the form of copies of relevant insurance policies.
1.2 Financial QR:		
1.2.1	<p>Bidders should have an Average Annual Turnover (ATO) of at least Rs. 38.40 Lakhs during the last 3 Financial Years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p>
1.2.2	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial</p>	Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
	figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.	

C. Notes to the QR:

Sl. No.	
	<p>Financial QR:</p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial restructuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <ul style="list-style-type: none"> • In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required. • In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.
2.	For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.
3.	<p><u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> • "In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging

Sl. No.	
	<p>unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures.</p> <ul style="list-style-type: none"> • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company. • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award. • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals." • The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive. • All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief

xxxxxxxxxxxxxxxx The End xxxxxxxxxxxx

Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 5.4, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelop-1 for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of Bids.**

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 2.1 **Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs

owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 Where the tendered quantity cannot be split/divide: In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST\
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder.

			<p>(b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions.</p>
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			<p>(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by EESL. However, EESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO</p>
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			<p>which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case EESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by EESL which will be binding on the bidder. EESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.</p>
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	<p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.</p>

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

- i Not prior to seven years, however for Biotechnology Start-ups not prior to ten years,
- ii With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology start-ups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)."
- e) If bidder submits Bid Document Fee and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid

submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.

- g) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

General Instructions to the Bidder and To Do List

(A) Instructions to Bidders

- i) Formats of Application (to be submitted as Packet-II to the Envelope-1) must be completely filled in along with all requisite documents/undertaking/schedules and should be submitted/uploaded on www.tenderwizard.com/EESL. Incomplete applications are liable to be rejected. Packet-I to the Envelope-1 is required to be submitted in Hard (in Original).
- ii) The bidder shall furnish, as part of its bid, a bid security in a separate envelope (sub clause 5.4.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque, Demand Draft in favor of "Energy Efficiency Services Limited" payable at New Delhi or a bank guarantee as per format in Attachment-3. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then EESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by EESL as being non-responsive. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated bidder.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement, and has furnished the required performance security.

Please note that for Tender Conditions inter alia including exemption of tender fee, Bid Security etc. applicable for MSE and Start-ups, please refer **Flag-B**:

The bid security may be forfeited if:

- a) If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.
- b) If the bidder does not accept computational/arithmetical error correction made by EESL and as explained in clause 6.2 of the Bid/ RfP document.
- c) If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by EESL in tender documents and revision of his bid accordingly,

in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.

- d) If the Bidder refuses to withdraw, any deviation found elsewhere in the bid; or
 - e) In the case of successful bidder, if the bidder fails within the specified time limit:
 - To sign the contract agreement within 28 days of placement of LoI/ Award letter.
 - To furnish the required performance security, in accordance with the tender document.
- iii) The subject procurement will be done through e-tendering. The NIT is available on the website www.tenderwizard.com/EESL or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., <http://eeslindia.org>.
- iv) Important Instruction for participation in the e-Bidding:

Bidders have to register themselves on the portal www.tenderwizard.com/EESL through M/s. Antares Systems Limited (Application Service Provider (ASP) appointed by EESL) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s. Antares Systems Limited at following contact details to complete the registration formalities:

Bidders are requested to visit "e-Tendering" section at EESL website, www.eeslindia.org for instructions and registration on E-tendering portal.

Steps for Registration on EESL's E-Procurement Portal

- (i) Open portal by entering URL www.tenderwizard.com/EESL.
- (ii) Download and read Registration Manual from EESL's e-tendering portal www.tenderwizard.com/EESL
- (iii) Click on 'REGISTER' link for new registration.
- (iv) Fill all mandatory fields and click on 'CREATE PROFILE' button.
- (v) On the next page, upload registration related documents and proceed further.
- (vi) User ID and system-generated password will be displayed. Login and mandatorily change the system-generated password.
- (vii) Login with your new password and Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (viii) Also read the instructions given under Registration Manual available at home page of EESL website www.tenderwizard.com/EESL.

Note: Online registration shall be done on e-tendering website, i.e., www.tenderwizard.com/EESL & in general, activation of registration may take 24

hours. It is sole responsibility of the bidder to register in advance. There is no fee for Registration on EESL E-procurement Portal.

A. Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of EESL.

B. EESL Global Support Telephones and e-mail id

Contact Details: +91-9560095958

mohitkumar@etenderwizard.com , arijeet@etenderwizard.com

For proper uploading of the bids on the portal namely www.tenderwizard.com/EESL (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from M/s. Antares Systems Limited directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- v) All Request for Proposals will be evaluated on the basis of the documents furnished along with applications only. No further documents (except for documents indicated in clause 5.8 of the Request of Proposal and any other document of historical nature) will be called for during the scrutiny of the Request for Proposals. Any additional document received, after last date & time of receiving the Request for Proposals as stipulated in the Notice Inviting Request for Proposals, will not be entertained.
- vi) Since, all the applications will be evaluated strictly on the basis of Criteria as per clause 4, 5 and 6 of the Request of Proposal, please avoid attaching unsolicited information/ documents to enable expeditious processing of applications.
- vii) All submitted documents must be signed by the authorised signatory with his name and under the seal of the Bidder.
- viii) Applications sent through Post, Telegram, Telex, Fax will not be considered.

- ix) A copy of complete Request for Proposal document duly signed and sealed as a token of acceptance of all terms and conditions.

(B) List of documents to be submitted along with the Applications:

Bidder are advised to go through contents of the Request for Proposal documents carefully and submit all attested copies of the following documents in proper sequence along with the Application as described hereinafter:

1. Registration certificate/certificate of incorporation of the Bidder. Details of Head Office & Branch Office(s), details of partners, etc.
2. Detailed profile of the core and support teams (Deal Team) (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment.
3. Copy of audited Annual Reports.
4. Copy of PAN Card and GST Registration.
5. A cancelled cheque form of the Bank account in which the Bidder fee payments will be made in case of appointment.

Notification of Award

[Format for Notification of Award to be issued to successful Agency on letterhead paper of the Employer]

Ref. No.:

Date:

.....(*insert Agency's Name & Address*)

.....

.....

.....

Attn : Mr.....

Sub. : Notification of Award for (*insert name of the Tender*) Specification No.:
.....
Limited Tender Invitation. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package issued to you vide our letter Ref. No.
..... dated,

1.1.1 Amendment/Errata No. to RfP Documents issued to you vide our letter no.
..... dated
(*Applicable only if any Errata/Amendment to the RfP Documents has been issued subsequently*)

1.1.2 Clarifications to the RfP Documents, pursuant to pre-Proposal conference held on
....., issued to you vide our letters no. dated (*Use as applicable*)
(*Applicable only if any clarification to the RfP Documents has been issued subsequently*)

(*INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE
MADE TO THE AGENCY AFTER ISSUANCE OF RfP DOCUMENTS UP TO
PROPOSAL OPENING*)

1.2 First envelope of your Proposal submitted for the subject package under Proposal
reference no. dated was opened on (*Use as
applicable*)

- 1.3 Intimation for Opening of Second Envelope issued to you vide our letter no. dated
- 1.4 Second Envelope of your Proposal under proposal reference no. dated was opened on.....(*Use as applicable*)
- 1.5 (*to be inserted if applicable*) Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted your Proposal (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the RfP Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [*modify as applicable*] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the Contract for (*insert name of the Tender*) The scope of work inter-alia includes..... (*Indicate brief Scope of Work*) as detailed in the documents referred hereinabove.

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the RfP Documents and/or your Proposal but are necessary for the successful completion of your scope under the Contract for (*insert name of Tender*), unless otherwise specifically excluded in the RfP Documents or in this NOA.

3.0 CONTRACT PRICE

- 3.1 The total Contract Price for the entire scope of work under this Contract shall be (*Specify the currency and the amount in figures & words*) as per the following break-up:

Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	
2	Total	

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 All the bank guarantees shall be furnished from an eligible bank as described in the RfP Documents.

- 5.0 The schedule for Completion of entire scope of works covered under (*insert name of Tender*) shall be ... (*indicate the completion schedule*) months from the date of issue of this Notification of Award for all contractual purposes.
- 6.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 7.0 If applicable, you shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 8.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(*Name of the Employer*).....

(*Authorized Signatory*)

Enclosures:

- a) RfP Documents as mentioned at sl. no. 1.1

Contract Agreement (If Applicable)

[Format for Contract Agreement to be signed between successful Agency and Employer on INR 100/- non-judicial Stamp Paper]

CONTRACT AGREEMENT BETWEEN(Name of Employer) AND M/s. (Name of Agency)

THIS CONTRACT AGREEMENT No. (also referred to as 'Contract') is made on the day of 20....

BETWEEN

(1)(Name of Employer)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at(registered address of the Employer) and its Corporate Office at(address of the Employer)..... (hereinafter called "the Employer" and also referred to as ".....(insert abbreviated name of the Employer)")

and

(2) M/s(Name of Agency), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Agency) and Registered Office at(Registered address of Agency) (hereinafter called "the Agency" /"the Agency" and also referred to as ".....(insert abbreviated name of the Agency)").

WHEREAS the Employer desires to engage the Agency for (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)..... as detailed in the Contract Document, and the Agency has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Agency, and each shall be read and construed as an integral part of the Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME - B

3. Complete “RfP Documents” read in conjunction with Amendments to to the RfP Documents.

VOLUME – C

4. Proposal Submitted by the Agency.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Proposal along with the enclosures thereof, shall be referred to).

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference Conditions of Contract Clause 1.0.1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Agency the Contract Price in consideration of the performance by the Agency of its obligations hereunder. The Contract Price shall be the aggregate of (*amount in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	
2	Total	

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference Conditions of Contract Clause 13.0.0)

The terms and procedures of payment according to which the Employer will reimburse the Agency are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference Conditions of Contract Clause 1.0.1)

The Time of Completion of entire scope of work shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Time Schedule
Appendix 4	Contract Co-ordination Procedure

IN WITNESS WHEREOF the Employer and the *Agency* have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Agency

.....
Signature

.....
Signature

.....

.....

Title

Title

in the presence of

in the presence of

Appendix-1 to Contract Agreement

TERMS AND PROCEDURES OF PAYMENT

The invoice for payment shall be submitted to EESL Officer-in-Charge or its authorized representative. The payment will be made by EESL to the Consultant within 30 days on submission of Invoice in accordance with the terms and conditions specified as below:

- a) Successful consultant shall submit GST compliant Invoice, the invoices shall be verified by the respective Officer-In-Charge (EIC) of EESL.
- b) The Consultant/Agency has to submit all the documents/reports as per the deliverables of this tender document.
- c) Any change to the time schedule [Time Schedule for the Performance of the Services] due to a reasonable request by either Party shall be mutually agreed upon in writing.
- d) The payment shall be processed only upon receipt of (i) acceptance of LoA and signing of contract agreement
- e) Payment Terms shall be as follows:
 - i. 100% Advance Payment of the total premium amount including ad hoc (APD) shall be paid before commencement date of Policy on submission of GST Invoice.
 - ii. Bill shall be submitted in triplicate to the OFFICER-In charge for verification. PAN No. /GSTIN No. should be printed on the invoice. TDS will be deducted as applicable.
 - iii. Signing of contract agreement shall be a prerequisite for release of payment.

Appendix-2 to Contract Agreement

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

Appendix-3 to Contract Agreement

TIME SCHEDULE

The timeline for the assignment is 1 Year from the date of LoA; however, it may be extended by another 1 Year subject to mutual agreement of both the parties along with satisfactory performance.

The Agency shall inform the Employer promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring EESL approval. The Agency is to make reports as defined in scope of work and submit the same as per interim timelines to be decided mutually after award of Contract.

Appendix-4 to Contract Agreement

Contract Coordination Procedure

(This shall be suitably prepared & included here.)

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

[Format for Confidentiality Undertaking to be submitted by successful Agency on its letterhead immediately after issuance of Notification of Award and before signing of Contract Agreement (if applicable)/release of payment]

Date.....

M/s. Energy Efficiency Services Limited (EESL/ Owner/ Employer) (A JV of PSUs under the Ministry of Power) with its registered office at NFL Building, 5th & 6th Floor, Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003 (the company), is willing to make available certain non-public information to M/s.with its office at (the 'Agency') subject to the terms of this confidentiality undertaking (the undertaking) for providing consultancy services under Tender for **Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's MEDICAL POLICY on PAN India basis.**

Any such information received by M/s..... in this manner is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s.....will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s.will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing consultancy services to EESL.

The confidential obligations pursuant to this CONFIDENTIALITY UNDERTAKING shall survive for a period of 05 (Five) years from the date of expiration or termination, as the case may be, of this Agreement.

This undertaking will not apply to any information or material:

- a) which is in the public domain without any breach of this undertaking;
 - b) which is already in M/s.possession as at the date of this undertaking
- This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of
M/s.....

Authorized Signatory

(Price-Bid for Illustration Purpose)

(For Reference Purpose Only. Please fill the prices in excel sheet available on e-portal at only).

NAME OF WORK: Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's MEDICAL POLICY on PAN India basis.

NIT/Bid Document No.: EESL/06/2023-24/HR/IPD/OTE/232405003

Dated 05.05.2023

Table - 1

S. No.	Description of Work	Unit of Measurement (UOM)	Qty. (In Nos.)	Base Price per unit Exclusive of GST (in Rs.)	Total Exclusive of GST (in Rs.) (In figures)
1	2	3	4	5	6=4*5
1	Hiring of General Insurance Companies (Licensed and Registered with IRDA) dealing with Health Insurance for implementation of EESL's MEDICAL POLICY on PAN India basis.	Lump Sum	01	Please fill the prices in excel sheet available on e-portal at only	

Other terms and conditions: -

1. Bidders are requested to go through the Scope of Work & Technical Specifications under this RfP before quoting the prices.
2. Bidders shall quote for the complete requirement of Services specified under the Contract on a single responsibility basis.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. The above prices are exclusive of GST.

I/We have read all the terms and conditions of the RfP/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the RfP/IFB/NIT.

(SEAL)

Signature of Tenderer or
Their Authorized Representative:

Dated:

Name & Address of Tenderer:

Phone No: _____

Fax no.: _____