



WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED

(A Wholly Owned Company of Govt. of West Bengal)

An ISO 9001, 14001 and 18001 Certified Company

HRBC Bhawan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata 700021

Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: info@wbhdcl.gov.in

Corporate Identity Number U45203WB2012SGC180687

www.wbhdcl.gov.in

NIQ

Memo No. 298/WBHDCL

Date: 22-03-2017

About Us:

West Bengal Highway Development Corporation Limited (A Wholly Owned Company of Govt. of West Bengal) was incorporated in April 2012 under Companies Act 1956 as a wholly owned company of the Government of West Bengal under Public Works Department. West Bengal Highway Development Corporation Limited has its registered office at Kolkata, West Bengal. It has an authorized capital of Rs. 2000 Crs (Rupees Two thousand crores only) and paid-up capital of Rs. 818 Crs (Rupees Eight Hundred and Eighteen crores only) divided into 81,80,000 equity shares of Rs. 1000.00 each. Being a Government company, all the shares are held by the Government of West Bengal.

The Corporation acts as a nodal organization for development, up-gradation and maintenance of State Highways as part of this core network. The present Government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of State Highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for a certain period of time.

Mission:

- To promote core road network primarily comprising of state highways in state of West Bengal by taking up Road Works, Bridges, under-pass, ROBs etc., and to improve road network by taking up construction, widening / strengthening and improvement/up-gradation of state highways and bridges and to implement long term maintenance regime for state highways and bridges.
- To develop, upgrade and maintain important roads connecting State Highways and those roads handed over to corporation by Government from time to time.
- To promote and encourage Private Sector Participation in Highway Sector at state level by acting as a nodal organization of the state in creating an enabling environment to attract private capital in highway sector.
- To construct, reconstruct, erect, build remodel, repair, reclaim, demolish, develop, improve, operate and maintain the roads, bridges, culverts, embankment, sideways, subways, flyovers, tunnels, railroads, multi - modal transport systems and infrastructure, models and complexes for improvement of state highway network of West Bengal.
- To identify potential schemes for implementation under PPP (i.e. BOT, BOT-Annuity or any other evolving modes of PPP) consistent with policy of the Government of India and Government of West Bengal and to appoint any Consultant in Government or Private sector in order to collect data and information, to carry out detail survey and investigation in order to prepare feasibility report and detailed estimate of project as well as assess and report economic and financial viability of the project in PPP mode.
- To act as the nodal Service Provider of the State Government for executing roads and allied infrastructure projects or for objects as envisaged in above clause under public - private or joint venture basis through selection of concessionaire in a transparent manner for construction, operation and maintenance of specified highways and bridges in PPP mode.

- To act as nodal organization on behalf of state of West Bengal to prepare Feasibility, DPR and other reports for procuring Loans/Aids from External Funding Agencies like ADB , World Bank , JBIC etc. and act as Executing Service Provider for such Externally Aided Projects (EAP) on behalf of State of West Bengal .
- To prepare Road Information System and Road Management System in IT enabled and GIS Platform and develop strategic plans for the state road sector for identification, prioritization and selection of projects based upon economic, social, technical, commercial and environmental parameters.
- To Act as Service Provider in connection with infrastructure projects in India or abroad.
- To follow competitive and transparent bidding procedures in procurement of Consultancy Services, Civil works Contract and selection of Concessionaire for PPP Project.

Vision:

The present government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of state highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for certain period of time.

Purpose of Tender:

West Bengal Highway Development Corporation Limited, (A Wholly owned Company of Government of West Bengal) having its registered office at HRBC Bhawan, 4th & 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021 is issuing Notice Inviting Quotation (NIQ) from reputed and experienced insurance service provider for tailor-made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees & will also include/cover Board level appointees, deputationists, Contractual employees, trainees of WBHDCL .

A. Criteria for Eligibility

- i. Insurance provider must be in the Group Medical Insurance & Group Personal Accident Insurance business for past 5 years from the due date of opening of bid.
- ii. The bidder should be a registered insurer in accordance with the insurance Act, (registered and licensed by IRDA (Insurance Regulatory Development Authority) for Medical/Health Insurance and Accident Insurance. .

Guideline issued by IRDA from time to time with regard to Insurer's responsibility & liability towards insured, shall be automatically applicable to this Insurance contract to the extent stipulated by WBHDCL.

- iii. Service Provider shall inform WBHDCL in writing that they have obtained prior approval/consent of IRDA for providing such Group Medical Insurance & Group Personal Accident Insurance coverage. A photocopy each of valid documents duly attested and signed by authorized signatory in support thereof is also to be submitted along with the bid. The annual turnover of the Service Provider should be equal to or more than Rs.25 Crore, in three preceding financial years. i.e., F.Y 2013-14, 2014-15 and 2015-16.
- iv. The Net worth of the Service Provider should not less than Rs. 500 Crore as per last audited financial statement i.e of 2015-16.
- v. The Service Provider should not have been blacklisted by any Govt. Organization/Undertaking/Corporations, Public Sector Undertaking etc. Undertaking for same should be submitted along with bid document as per Annexure A

B. Contract period:

- i. The contract shall come into force w.e.f. 24.04.2017. The validity of the contract would be for a period of one year from the date of acceptance of contract. Upon satisfactory performance of the Insurer, the policies may be extended for further periods of six months on mutually acceptable terms.
- ii. WBHDCL reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory.

C. Scope of Work:

1. Group Health Insurance Policy:

- i. Cash less Health Insurance Facility.
- ii. Coverage of pre-existing disease.
- iii. Coverage of Domiciliary Hospitalization.
- iv. Waiver of waiting period for any Health Insurance facility.
- v. Coverage of 30 days pre and 60 days post hospitalization Expenses.
- vi. Maternity benefit coverage (upto Rs. 25,000/- for Normal delivery and upto Rs. 50,000/- for C-Section).
- vii. New born baby coverage from day one.
- viii. Waiver on capping on all minor or major illness/Co-sharing/Co-Pay.
- ix. Surgeon, Anesthetist, Medical Practitioner, Consultants' Specialist fees, and any such fee paid to the doctor shall be reimbursed as per actual.
- x. MRI, PET Scan, CT scan, Endoscopy, Ultra sound, Anesthesia, Dialysis, Chemotherapy, Radiotherapy, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials, X- ray, Cost of Prosthetic devices implanted during surgical procedure, relevant Laboratory/ Diagnostic test and any such medical expenses related to the treatment shall be reimbursed as per actual.
- xi. Cost of artificial appliances including hearing aid, artificial joints, pace maker, artificial limbs, etc. shall be reimbursed as per actual.
- xii. Complete coverage for major illness & implants.
- xiii. Life time Coverage.
- xiv. Coverage for Ayurvedic and Homeopathic treatment subject to hospitalization.
- xv. Ambulance service @ 1% of the sum insured or actual, whichever is less, for every shifting of a patient from residence to hospital vice-versa or from one Hospital/Nursing Home to another Hospital/Nursing Home in connection to hospitalization must be allowed.
- xvi. Admission and discharge to and from the hospital should be on 24x7 basis.
- xvii. Room Rent restricted to maximum 1% & 2% of sum insured per day for Normal Bed and ICU/CCU/ITU respectively.
- xviii. Any service charges on Medical Bills should not be deducted from the individual claim.
- xix. The expenses related to treatment of Joint Replacement due to Degenerative Condition and age-related Osteoarthritis & Osteoporosis are to be payable. Even if these diseases Congenital Internal Diseases or pre-existing at the time of proposal they will be covered.
- xx. On Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident/Vaccination or inoculation/Change of life or cosmetic or aesthetic treatment of any description such as correction of eyesight, etc. Plastic surgery other than as may be necessitated due to an accident or as part of any illness will be covered.

- xxi. Hospitalization expenses incurred on the donor (not the cost of organ) during the course of organ transplant to the insured person shall be covered.
- xxii. Dental treatment or surgery of any kind in Day-care procedure or requiring hospitalization will be covered subject to capping of Rs. 15000/-.
- xxiii. Congenital/Psychiatric disorders under this category also will be covered.
- xxiv. Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home will be payable.
- xxv. Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), will be covered.
- xxvi. Coverage of day care must include the treatment or diseases of Haemo dialysis, Parental chemotherapy and Parental immunotherapy, Radiotherapy, Lithotripsy (Kidney stone removal), all eye surgeries including treatment for cataract. Mocular Degeneraion/Glaucoma/Corneal defects, including post-operative complications, Surgery of nose, ear and throat, Tonsillectomy, Bronochoscopic therapetic procedures, Surgery of hernia, hydrocele and postrate, Gastrointestinal surgery, Genital surgery and surgery of urinary system, Hysterectomy, D&C, MTP, Dental surgery following an accident, Coronary angioplasty and Coronary angiography, Physiotherapy, Orthopaedic procedures including POP applications, treatment of fracture/dislocation, contracture releases and minor preconstructive procedure of limbs which otherwise required hospitalization. Laproscopic and Endoscopic therapeutic procedures and surgeries. Minor surgical procedures under general anesthesia/SA/Local anesthesia, Treatment related to dog bite/snake bite, etc. Identified surgery under general anesthesia or any procedure mutually agreed upon between the insurer and health care service provider. Additional diseases/treatment provided by Insurer.
- xxvii. Nursing expense shall be reimbursable subject to specific recommendation of treating physician/ doctors that patient disease is such which requires utmost care by a Nurse.

2. Group Personal Accident Insurance Policy:

The Insurance Policy will provide coverage by way of payment of compensation to the extent specified in this Scheme to the covered employees round the clock, whether he is on Company's duty or not, on any location in India; against a bodily injury resulting solely and directly from accidents caused by violent, external and visible means which shall solely, and independent of any cause, result in death or disablement (as per the provision/Schedule in the Policy). The benefits under the Policy in brief are as follows:

- i. In case of death of a covered employee, caused by accident the nominee(s) of the employee will be paid compensation by the Insurers 100% of the Capital Sum Insured. In addition to the amount payable under sub clause (ii) to (v) expenses incurred for transportation of insured person's dead body to the place of residence subject to maximum of 2% of capital sum insured.
- ii. In case of permanent disablement (total or partial) of a covered employee, caused by accident, the employee will be paid compensation by the Insurers as indicated at Annexure D and Annexure E.
- iii. In case of temporary disablement of a covered employee caused by an accident, the employee will be paid compensation by the Insurers at the rate of 1% of the capital sum insured stated in the schedule hereto per week, or 25% of the monthly salary whichever is lowest. The compensation payable for temporary disablement shall not be paid for more than

100 weeks in respect of anyone injury calculated from the date of commencement of the disablement and in no case shall exceed the Capital Sum Insured.

- iv. The compensation under more than one of the above clause (i),(ii),(iii) in respect of the same period of disablement shall not be payable. In other words, the covered employee will be entitled to compensation under only one of them in case of the same accident
- v. Any payment in case of more than one claim in respect of such insured person under the Policy during anyone period of Insurance by which the maximum liability of the Insurer, applicable to the covered employee, exceeds the total sum insured under the Policy, shall not be payable.

D. Standard Exclusions from the scope of Insurance Policy:

1. Group Health Insurance Policy:

- i. Any medical expenses incurred for or arising out of war invasion, Act of foreign enemy, War like operations, Nuclear weapons, ionizing radiation, contamination by radio activity, by any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
- ii. Cosmetic or aesthetic treatment devices, circumcision without disease or emergency e.g. in pediatric patient, plastic surgery unless required to treat injury, illness or burnt.
- iii. Vaccination & Inoculation,
- iv. Cost of braces, equipment or external prosthetic, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, and durable medical equipment.
- v. Bodily injury or sickness due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, attempted suicide, arising out of non-adherence to medical advice. This condition, however, shall not be applicable to patient undergoing psychiatric treatment.
- vi. Treatment of any Bodily injury sustained whilst or as a result of active participation in any hazardous sports of any kind excluding normal sports activities.
- vii. Sexually transmitted diseases, any condition directly or indirectly caused due to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB- III) or lymphotrophy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- viii. Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- ix. Instrument used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and Oxygen Concentrator for Bronchial Asthmatic condition.
- x. Stem cell implantation.
- xi. Treatment undertaken outside India.
- xii. Unproven treatment (not recognized by Indian Medical Council/ Ayurveda Medical Association of India/ Indian Homoeopathic Medical Association).
- xiii. Anti-obesity treatment.
- xiv. All non-medical expenses including convenience items for personal comfort such as telephone, television, Ayah, Private Nursing / Barber or beauty services, diet charges, baby food, cosmetics, tissue paper, diapers, sanitary pads, toiletry items, etc.

2. Group Accidental Insurance Policy:

- i. Intentional self-injury, whether criminal or not, suicide or attempted suicide.
- ii. The covered employee being under the influence of or being affected by intoxicating liquor or drugs.
- iii. Child birth or pregnancy or other physical causes peculiar to the female sex (in the case of female insured employee).
- iv. Hunting, Mountaineering, Aviation (other than as a Passenger on a Scheduled Flight).

E. Rates and Taxes:

- i. Rates will be inclusive of all taxes.
- ii. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills.

F. Premium :

The service provider will be paid at the accepted rates at the time of award of work subject to the terms and conditions of the contract. The payment will be inclusive of all staff cost, printing, communication, travel, accommodation, taxes, fees, levies etc. and all other cost incurred by the service provider in carrying out the services unless provided for the contrary in the contract. Any increase/change in the statutory taxes, levies, fees, etc. will also be borne by the insurance Company and WBHDCL will not be responsible for the same.

G. Termination or Cancellation:

WBHDCL reserves the right, at its convenience, to terminate or cancel the whole or any part of the Services by giving one month advance notice thereby if:

- i. The Service Provider fails to comply with any of the terms of the order.
- ii. The Service Provider becomes bankrupt or goes into liquidation.
- iii. Any receiver is appointed for the property owned by the Service Provider.
- iv. On breach of confidentiality of information.
- v. On any other valid ground at the discretion of the competent authority of WBHDCL

H. Confidentiality:

The Service Provider shall not use confidential information, the name or the logo of WBHDCL except for the purposes of providing the Service as specified under this contract.

The Service Provider shall be liable to fully re-compensate WBHDCL for any loss of revenue arising from breach of confidentiality. WBHDCL reserves the right to adopt legal proceedings, civil or criminal, against the Service Provider in relation to a dispute arising out of breach of obligation by the Service Provider under this clause.

I. Settlement of Disputes:

i. Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

In the event of any Dispute between the parties, either Party may call upon Managing Director, WBHDCL or Chairman of the Board of Directors of the Service Provider by issuing a letter for amicable settlement and upon such reference, the said person shall meet not later than 15 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 days period or the Dispute is not amicably settled within 20 days of the meeting or the Dispute is not resolved and is evident from a written document signed by both the parties as referred in clause (ii) or such longer

period as may be mutually agreed by the parties either party may refer the Dispute to arbitration and conciliation in accordance with the provisions of clause (iv).

ii. Dispute Resolution:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract/Agreement between the parties and so notified in writing by either Party to the other Party shall in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause (iv).

iii. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Contract/Agreement promptly equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

iv. Arbitration and Conciliation:

1. Any dispute which is not resolved amicably by conciliation, as provided in clause (i). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof for the time being in force and as may be enacted from time to time) .The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.
2. There shall be Board of three arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
3. The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to the clause shall be final and binding on the Parties as from the date it is made and both the parties agree and undertake to carry out such Award without delay.
4. The Service Provider and the Service Receiver agree that an Award, any, be enforced against both the parties, as the case may be.

The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

J. Jurisdiction:

- i. Litigation, if any pertaining to this contract will come under the jurisdiction of the courts at Kolkata only.
- ii. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata only.

K. Fraud and Corrupt Practices:

The Service Providers and their respective officers, employees, shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIQ, WBHDCL shall reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") during the Selection Process, or after the issue of the Notice of Award or the execution of the Contract. In such an event, WBHDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.

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

- i. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- iii. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by WBHDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

L. Evaluation:

The Service Provider who is in compliance with all the terms and conditions of the schedules and quoted lowest premium for the required policies will be selected to come into the contract with WBHDCL for issuing the said policies. In case of tie, the lowest Service Providers will be asked for discount on the quoted premium in a sealed cover for final selection.

M. Other Terms and Condition:

1. Group Health Insurance Policy:

- i. The policy is based on principle of Family Floater Sum Insured. Family means Self, Spouse, children, sisters, brother, parents, step children, mother in law & father in law subject to maximum family size of 1+3.
- ii. Under the employees' Floater policy, the total sum insurance of an individual family shall be utilized on family floater basis. This means the sum insured is available for any one or all members of the employee's family.
- iii. Corporate Buffer under these policies which is meant to meet contingency expenditure which could not be met by an individual within the sum insured under the policies. The Corporate Buffer is to be provided by the Insurer as an incentive in lieu of the anticipated unutilized sum insured during the policies periods. The Corporate Buffer is fixed under this policy as Rs. 20 lakhs. The Corporate Buffer shall be at the discretion of the competent authority of WBHDCL. In case the sum insured of a member is exhausted but continuation of the treatment is found inevitable, on case to case basis, the competent authority of WBHDCL shall allot certain

amount from the Corporate Buffer and recommend the same to the Insurer for utilization of this fund.

- iv. The Insurer's liability in respect of all claims admitted during the period of Insurance shall not exceed the sum insured, unless otherwise decided by the competent authority for utilization of Corporate Buffer
- v. For all claims (other than cashless ones) the claim would be expected to be submitted to the insurance company directly by the employee within 45 days of discharge from the hospital. Such claim should be settled within 20 days of submission and payment will be made directly to the insured.
- vi. The insurance company shall arrange to issue membership card to each insured person / family directly at their cost.

2. Common Clause for Health & Personal Accidental Insurance Policy:

- i. New Employees shall be included in policy from date of joining and resigned /terminated employees shall be deleted from date of resignation/termination.
- ii. Pro rata Premium to be charged/Refund in case of Addition and Deletion as mentioned in clause (i).
- iii. Reports including the claims of individuals and the details of settlement are to be furnished to the West Bengal Highway Development Corporation Limited on monthly basis or as and when required by the Corporation.
- iv. In case of non-settlement of claim within the above stipulated period WBHDCL shall have the right to recover the claims along with penal rate of interest, which will be 2% above the applicable PLR rate of SBI prevalent at the beginning of the financial year in which the claim is reviewed by the Insurance Company as per Section 9(6) of IRDA (Protection of Policy Holder's Interests) Regulations, 2002 or any other amendment thereof.
- v. WBHDCL reserves the right to modify/add any clause to the policy/agreement, before taking the policy.
- vi. The Insurer shall submit the tender that strictly comply with the requirements of the schedules. Any alternatives or modifications shall render the tender invalid; tenders with conditional offers will be invalid.
- vii. The tenderers are not entitled to any compensation for the expenses incurred in connection with the preparation and submission of tenders.
- viii. WBHDCL reserves the right to cancel the tender at any time without assigning any reason whatsoever. Further, WBHDCL shall always be at liberty to reject or accept any tender or tenders or part thereof at its sole discretion. The submission of tender shall have no cause of action or claim against WBHDCL for rejection of tender. The Insurer, whose tender is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred in connection with submission of tender or its consideration by WBHDCL, even though WBHDCL may opt to modify/withdraw the NIQ or does not accept the tender or cancel the tender as a whole.
- ix. The Insurance Company or Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Insurance Company or Agency contravening this condition, WBHDCL shall be entitled to terminate the contract and get the work done through other party, at the risk & cost of the service provider.
- x. In performing the terms and conditions of the Contract, the service provider shall at all times act as an Independent Insurance Company. The contract does not in any way create a relationship of principal and agent between WBHDCL and the Insurance Company. The Insurance Company shall not act or attempt or represent itself as an agent of WBHDCL. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Insurance Company shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the WBHDCL.
- xi. All persons employed by the Insurance Company shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the Insurance Company. The Insurance

Company shall indemnify WBHDCL against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

- xii. In case of any dispute, with regard to the Mediclaims & Accidental Insurance, the decision of the Competent Authority of the WBHDCL will be final.
- xiii. All the terms and conditions as stated in the Tender documents, General Clauses, Appendices and Acceptance conveyed by WBHDCL will constitute the contract between the Insurance Company or Agency and WBHDCL. The same will form part of Mediclaim & Accident Insurance cover taken by WBHDCL and will be binding on insurance company
- xiv. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- xv. The Details in respect of each individual employee will be provided to the successful Insurance Co. at the time of issue of Policy.
- xvi. The Insurance Company shall entertain the claims routed through Administrative Department of WBHDCL only.
- xvii. Each page of the bid shall be signed by a representative legally authorized to enter into commitment on behalf of the bidder. Tenders received without signatures shall be summarily rejected.
- xviii. Insurer/Bidder/Tenderer shall mean the company who submits the tender and enters into contract with WBHDCL and shall include their executors, administrators, and successors and permitted assignees.

N. Instruction for submission of bid document

The bid shall be submitted in two parts:-viz, Technical Bid & Financial Bid

Technical Bid should contain:

- i. IRDA Accreditation Certificate
- ii. Copy of Trade License
- iii. Copy of PAN Card
- iv. Copy of Service Tax registration if any
- v. Audited Balance Sheet for last three Financial Year ended 31.03.2016.
- vi. Declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies on letterhead. (As per Annexure-A)
- vii. Declaration by the bidder accepting all the terms and condition mentioned in the NIQ as per Annexure C.

Financial Bid which contain:

Price Quotation as per Annexure-B

Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for Notice Inviting Quotation (NIQ) from reputed and experienced insurance service provider for tailor-made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees of WBHDCL" and "Financial Bid Notice Inviting Quotation (NIQ) from reputed and experienced insurance service provider for tailor-made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees of WBHDCL". All the two sealed envelopes should be put in a third sealed envelope and should be super scribed "Notice Inviting Quotation (NIQ) from reputed and experienced insurance service provider for tailor-made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees of WBHDCL" and submit the same to The Managing Director, West Bengal Highway Development Corporation Limited, HRBC Bhavan, 4th & 5th Floor, Munshi Prem Chand Sarani, Kolkata -700021 latest by 1.00 PM on 04.4.2017.

N.B. TENDER WILL BE OPENED AT 14:00 HRS. ON 04-04-2017.PARTICIPATING SERVICE PROVIDERS MAY ATTEND.

Annexure A
UNDERTAKING

(Original signed copy on company letterhead)

Letter No. _____

Dated: _____

To,
Managing Director
West Bengal Highway Development Corporation Limited
HRBC Bhavan
4th & 5th Floor, Munshi Premchand Sarani
Kolkata-700021

Dear Madam,

We declare that our Company / LLP / Partnership / Society / Proprietorship (name of the Bidder) has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

Signature of authorized person with seal

Full Name:

Date:

Place:

Annexure-B
Price Bid

SI No	Cover Opted	No.	Estimated Sum Insurance	Annual Premium Per Thousand of SA (inclusive of all Taxes)	Total Premium Payable Annually (inclusive of all Taxes)
1	Premium for Health Insurance of per family for a period of one year	Est. No of Family: 32	1,92,00,000.00		
2	Premium for Accidental Insurance coverage of Rs. 10.00 Lakh Per Employee for a period of one year	Est. No of Employees:32	32,00,000		
	Total				

Inclusive of Extra overall Corporate Floater buffer for health Insurance sum of Rs.20 Lakh as per clause M(v).

Annexure C

(Declaration by the bidder accepting all the terms and condition mentioned in the NIQ)

Date:

To
The Managing Director
West Bengal Highway Development Corporation Limited
4th & 5th Floor
Munshi Premchand Sarani
Kolkata-700021

Subject: Notice Inviting Quotation (NIQ) from reputed and experienced service provider for tailor- made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees of WBHDCL.

Respected Sir,

Reference: Tender No: <TENDER REFERENCE NUMBER>

We, <name of the Bidder> having registered office <address> read and examined in detail all the NIQ document for tailor- made Group Medical Insurance & Group Personal Accident Insurance Policy for the Employees of WBHDCL, do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> along with the following:

1. **Price & Validity:**

- 1.1 All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- 1.2 We are an Indian Firm and do here by confirm that our Bid prices include all taxes- However, all the taxes are quoted separately under relevant sections wherever applicable.
- 1.3 We the undersigned Insurer declare and confirm that premium quote with all rebates as offered is in accordance to Insurance Regulatory Development Authority (IRDA) guidelines

2. **NIQ Rates:**

Rate quoted by us after considered scope of work mentioned in the NIQ.

3. **Deviations:**

We declare that all the services shall be performed strictly in accordance with the NIQ documents.

4. **Tender Pricing:**

We further confirm that the prices stated in our bid are in accordance with your terms included in NIQ documents

5. **Bid Price:**

We declare that our Bid Prices are for the entire scope of the work as specified in the Annexure B. Scope of Work and Tender documents these prices are indicated in

We have annexed to this proposal the following documents duly stamped and signed by authorized signatory of our insurance company as a token of our unequivocal acceptance. We hereby declare that our bid is made in good faith' without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We confirm that no Technical derations are attached here with this commercial offer. We also confirm that all terms and condition mentioned in the NIQ are accepted by us.

Thanking You,
Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:

Annexure D
Compensation Payable in case of Permanent Disablement:

Nature of Disablement	Extent of Compensation
Loss of two limbs or two eyes or one limb and one eye	100% of Capital Sum Insure.
Loss of one limb or one eye	50% of Capital Sum Insure.
Permanent total disablement from injuries other than those named above	100% of Capital Sum Insure.
Permanent Partial Disablement	Specified percentages of Capital Sum Insure, as indicated at Appendix-

Annexure E

Sr. No.	Parts Lost	Percentage of Capital Sum Insured
1	Loss of toes-all	20
2	Great both phalanges	5
3	Great on phalanx	2
4	Other than great, if more than one toe lost each	1
5	Loss of hearing, both ears	50
6	Loss of hearing, one ear	15
7	Loss of 4 fingers & thumb of one hand	40
8	Loss of 4 fingers	35
9	Loss of thumb – both phalanges - one phalanx	25 10
10	Loss of index finger three phalanges two phalanges one phalanx	10 8 4
11	Loss of middle finger three phalanges two phalanges one phalanx	6 4 2
12	Loss of offing finger three phalanges two phalanges one phalanx	5 4 2
13	Loss of little finger three phalanges two phalanges one phalanx	4 3 2
14	Loss of Metacarpals - 1st or 2nd (additional) 3rd, 4th or 5th (additional)	3 2
15	Any other Permanent Partial Disablement	Percentage as assessed by the Doctor (AMA as per SJVN medical attendance rule)