

D.F.A 22

Government of Odisha  
Information & Public Relations Department

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TENDER CALL NOTICE

No: 9460  
PC 36116

Dated: 19/08/19

Sealed Tender is invited from reputed Insurance Companies For Gopabandhu Working Journalist Health Insurance Scheme for Journalists and their families for a period of one year.

The selected Firm/Agency will have to sign an agreement with Authorities of Information and Public Relations Department, if found suitable, by the Selection Committee. The terms and conditions have been mentioned in the Tender Paper. All the payment shall be made as per the Finance Department guidelines.

The last date of receipt of the tender paper is by 3:00PM on 27.08.2019 and the same will be opened in presence of the bidders/their authorized representatives at 05:00 PM on the same date, in the office of the Director, Information and Public Relation, Unit V, Bhubaneswar.

The authority in Information & Public Relation Department reserves the right to accept or reject any or the entire process without assigning any reason thereof.

For overview of the objective & scope of the assignment, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit the websites of [https://inpr.odisha.gov.in/adv\\_tender\\_quo.htm](https://inpr.odisha.gov.in/adv_tender_quo.htm)

Director, 19/08/19

Memo No. 9461 /IPR, Bhubaneswar Dt. 19/08/19

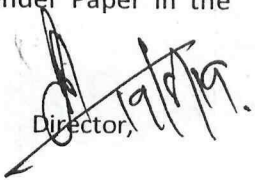
Copy forwarded to P.S. to Commissioner-cum-Secretary to Govt./P.A. to Director, Information & Public Relations Department for favor of information of Commissioner-cum-Secretary/Director

Director, 19/08/19

P.T.O

Memo No. 9462 /IPR, Bhubaneswar Dt. 19/08/19

Copy along with Tender Paper forwarded to the State Portal Group, NIC, Secretariat/System Analyst, Information & Public Relations Department for information and necessary action. They are requested to hoist the Notice and Tender Paper in the website of Information & Public Relations Department.

  
Director, 19/8/19.

Memo No. 9463 /IPR, Bhubaneswar Dt. 19/08/19

Copy forwarded to the Joint Director (Advt) for information and necessary actions. He is requested to release the Tender to three leading Odia dailies for publication on 20/08/2019 positively.

  
Director, 19/8/19

(8)

System Analyst

Government of Odisha  
Information and Public Relations Department

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TENDER CALL NOTICE

Call for tender from Reputed Insurance Companies

For

Gopabandhu Working Journalist Health Insurance Scheme for Journalists and their families for a period of one year

Tender Ref. No.

Dt.

Place for opening of the bid	Office Chamber of the Director I & P.R.Deptt. Lokasampark Bhawan, Unit V, Bhubaneswar
Last Date & Time of Submission of Bid	27.08.2019 at 3:00 PM
Date & Time of Opening of Bid	27.08.2019 at 5:00 PM

The tender Document may be

- Downloaded from the I & P.R. Department's website:  
[https://inpr.odisha.gov.in/adv\\_tender\\_quo.htm](https://inpr.odisha.gov.in/adv_tender_quo.htm)
- Collected from Information and Public Relation Department by Depositing Tender Paper Cost of Rs. 100/- (One Hundred Only).

The complete Tender document may be sent to the Director, Information and Public Relations Department Lokasampark Bhawan, Unit V, Bhubaneswar so as to reach the office on or before\_27.08.2019 at 3:00 PM.

## Table of contents

S No	Description of Item	Page
Chapter-1	Instructions to Bidder	
Chapter-2	Evaluation of Technical Bids	
Chapter-3	Scope of Work	
Chapter-4	General Terms and Conditions of contract	
Chapter – 5	Special Terms & Conditions of contract	
<b>Annexure(s)</b>		
1	Bid proposal sheet/forwarding letter (Annexure-I)	
2	Financial Bid (Annexure-II)	
3	Undertaking Regarding Use Of Third Party Administrators (Annexure –III)	
4	Contract Agreement Form (Annexure-IV)	
5.	Undertaking for Non-Blacklisting (Annexure-V)	

## INTRODUCTION

The Information and Public Relations Department, Government of Odisha serves as a link between people and the Government, This Department not only informs the public on the plans, policies and programmes of the Government, but also works to ensure people's participation in the successful implementation of different development programmes and schemes. To implement these programmes and to make them people-oriented, the Department also functions at District and Sub-Divisional levels.

Odisha Government vide Notification No 1887, Dated 17.02.16 notified to provide Health Insurance to working Journalists of Odisha under "Odisha State Working Journalists Health Insurance Scheme -2016" which, later implemented as "Gopabandhu Working Journalist Health Insurance Scheme". The Scheme provides insurance to Working Journalists of Odisha and their family for indoor and outdoor treatments. It is a welfare Scheme to be renewed every year and the Insurer shall be selected through Tender process.

Group Health Insurance Policy with a cover of Rs. 2 lacs for each eligible Working Journalists with family, comprising of spouse and 3 wholly dependent children upto age of 25 years

Information and Public Relations Department wishes to take up a Group Medi-Claim Policy under "Gopabandhu Working Journalist Health Insurance Scheme" for a period of one year commencing from 1st Sept., 2019 for Working Journalists and their families" as per **Scope of work mentioned in Chapter 3.**

Schedule for invitation to Tender

1	Name of the issuing office	<b>Information and Public Relations Department, Govt. of Odisha</b>
2	Contact person	<b>Director, I &amp; P.R.</b>
3	Date of Bid Specification document to be available on the website <a href="https://inpr.odisha.gov.in/advt_tender_quo.htm">https://inpr.odisha.gov.in/advt_tender_quo.htm</a>	20.08.2019
4	Last date and time for submission of RFP Documents	27.08.2019
5	Date and time of opening of Bid	27.08.2019 at 5:00PM
6	Place of opening of Bid Document	<b>Information and Public Relations Department, Govt. of Odisha</b>

**Chapter-1**  
**(Instructions to Bidder)**

**1. General Instructions**

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

**2. Qualification Criteria**

Only those insurance companies which are registered with IRDA or enabled by a Central Legislation to undertake general insurance (including health insurance) activities and have a valid registration shall be eligible to submit a Bid for award of the Contract. If any Bidder fails to meet the Qualification Criteria, its Bid shall be rejected.

**3. Nature of Bidder Entity**

- The Bidder should be a private or public insurance company.
- Insurance companies that meet the Qualification Criteria individually may submit their Bids. Insurance Companies shall not be entitled to form a consortium. If an insurance company does not meet the Qualification Criteria on its own merits and forms a consortium with other insurance company(ies), then the Bid Submitted by such a consortium shall be rejected and all the members of the consortium shall be disqualified.

**4. Earnest Money Deposit : Not Applicable**

**5. Last date for Submission of Tender Document:**

Sealed Technical and Financial Bids placed separately in a **single sealed envelope** complete in all respects should reach to:

**Director  
Information and Public Relations Departments,  
Loksampark Bhawan, Unit – V, Bhubaneswar**

**On or before 27.08.2019 up to 15.00 hrs.**

**6. Submission of Bid:**

- (a) The Bidder should submit Bids in two parts viz. 'Technical Bid' and 'Financial Bid'. The Technical Bid should be sealed in a separate sealed envelope, subscribing 'Technical Bid for Health Insurance of Working Journalists' and the 'Financial Bid', should be sealed in a separate sealed envelope subscribing 'Financial Bid for Health Insurance Working Journalists'. Both Technical and Financial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for **Group Medi-Claim Policy for a period of one year in respect of Working Journalists and their families under "Gopabandhu Working Journalist Health Insurance Scheme.**

The Bid should be addressed to: Director, I & P.R. Deptt., Loksampark Bhawan, Unit – V, Bhubaneswar.

- b) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Financial Terms and Conditions must be signed by the tenderer. GST or any other Govt. duties etc. as applicable should be quoted separately, failing which, the Department shall have no liability to pay these charges, and the liability shall be that of the tenderer.
- c) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

- d) The Department shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever. Tenders received after due date in unsealed condition will not be taken into consideration under any circumstances.

### **7. Technical Bid**

The Technical bid must be submitted in a **spiral bind** report format containing the documents arranged and labelled as per the following index. It may be noted that if the documents of Technical Bid are found without spiral binding, the same shall be summarily rejected.

- a) Covering letter duly signed by the authorized person (**Annexure -I**).
- b) Company Profile.
- c) Documentary evidences in respect of eligibility criteria (**Chapter -2**). Each document should be labelled on the top right so as to indicate the eligibility criteria serial number.

Failure of submission of any of the documents in Technical bid will make the bid rejected as non-responsive. The Department will have the option to treat some documents as mandatory/optional in the benefit of the Institute.

*Note: Technical Bid with loose or unlabelled papers will be summarily rejected.*

### **8. Financial Bid**

The Financial Bid should be according to the format given in the Tender Document (**Annexure-II**). The Financial Bid should contain the following:

- a. Covering Letter from the Bidder duly signed.
- b. Insurance premium to be quoted separately for Working Journalists as indicated in Chapter-5. GST must be separately indicated.
- c. Total Bid amount in terms of INR for a year covering all the Working Journalists & their families as indicated in the Chapter-5.
- d. The Department will select the vendor on the basis of overall lowest Bid quoted by technically short-listed Bidder.
- e. The decision of the Department arrived at as above shall be final and representation of any kind shall not be entertained on the above.
- f. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from Bidding for the Department tenders in future for a period of three years.
- g. The Department shall have no obligation to convey reason for rejection of any Bid. It shall be opened for the Department to reject even the lowest Bidder, in the interest of the Institute and no reason need to be given thereof.

### **9. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Department may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing.

### **10. Effects and Validity Offer**

- b) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Department for rejection of his offer. The Department reserves the right to reject or

accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service.

- c) The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) calendar days from the date of opening of Bid.
- d) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Department to the tenderer. While the offer is under consideration, if necessary, the Department may obtain clarification on the offer by requesting for such information from any or all the

tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.

- e) The Department shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through *telex/telegram/fax or e-mail would not be considered* as a valid offer. No further correspondence will be entertained in this matter
- e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with the Department shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with GST/TIN/PAN number allotted by the Tax authorities shall invariably be given in the tender.

The DepartmentL reserves the right to award the contract to any of the bidders irrespective of not being lowest; taking into consideration the interest of the Department and in this respect, decision of the Department shall be final.

#### **11. Tender Opening and Selection of Firm or their Authorized Service Provider**

'Technical Bid' and financial bid will be opened at the notified location on 27.08.2019 at 17.00 hrs. in the presence of Bidders or their authorized representatives, who wish to be present. The Financial Bids of only the technically qualified bidders will be further considered for further shortlisting.

**Bidders will be selected by the following steps given as under.**

- a) Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document.
- b) Selection of Bidder as the Service Provider who offers the lowest price and meets the financial qualification requirements from the technically qualified short-listed vendors.
- c) Vendors will be short listed by the duly constituted Tender Evaluation Committee (TEC). The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.

#### **12. Acceptance of Offer**

The tender shall be processed as per standard procedure. The Department, however, reserves the right to reject any tender without disclosing any reason. The Department would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

### **13. Signing of Agreement**

The successful bidder shall execute a Agreement as per the format prescribed by the Department based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, the Department, based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the contract for a period of another one year .

## Chapter-2

### **Evaluation of Technical Bid**

Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The financial bid of only those bidders who qualify in the Technical bid will be evaluated as laid down in the subsequent section.

#### **Eligibility Criteria**

<b>S. No.</b>	<b>Qualification</b>	<b>Documentary Evidence to be attached</b>
1	Insurance Company should be registered with IRDA or enabled by a Central Legislation to undertake insurance related activities.	Copies of certificates.
2	Experience in catering to health insurance of 7000 families or more under one group health insurance scheme either in 2016-17, 2017-18 and 2018-19	List of clients
3	Undertaking to use single IRDA approved Third Party Administrator for Smart Card and other Services that fulfill the criteria specified in the Tender Documents.	Anexure III
4	PAN /TAN, GST registration	Self attested copies of valid certificates
5	Proof of having done Group health Insurance business for more than Rs. 5 crores premium during the last year.	Copies of audited Annual Reports of F.Y. 2017-18/2018-19.
6	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Annexure - V

**Chapter-3**  
**(Scope of Work)**

**1. Scope of Work**

1.1 The Health Insurance Policy is to extend coverage to working Journalists and their families comprising spouse & 3 children age upto 25 years.

**1.2 Categories of coverage :**

Demography of Family Floater Group Health Insurance Policy				
Age Band(Yrs)	Self	Spouse	Children	Total
0 to 10	0	0	2442	2442
11 to 20	13	32	2567	2612
21 to 30	618	781	764	2163
30 to 40	1642	1724	0	3366
41 to 50	2287	1348	0	3635
51 to 60	1043	474	0	1517
61 to 70	349	113	0	462
71 to 80	51	13	0	64
81 & above	8	2	0	10
Total Count	6011	4487	5773	16271

Note:-

1. Sum Insured is inclusive of maximum ceiling for OPD.
2. The above limit shall be over & above the insurance coverage if any already taken by the employee.

**1.3**

The actual number may vary depending upon inclusions/exclusions. The Department will advise fresh inclusions as and when eligible for coverage and pro-rata premium shall be charged / payable for such inclusions during the year. Similarly, pro-rata premium shall be refundable upon exclusion of employees.

## CHAPTER 4

### (GENERAL TERMS & CONDITIONS OF CONTRACT)

#### 1. Sum Insured

The sum insured against the premium as decided in agreement shall be of Rs. 2.00 Lakhs.

#### 2. Period of Coverage, Extension and Termination

- (a) The insurance policy shall be initially for 12 months term. Which may be extended maximum for another 12 months and the premium amount for the extended period shall be paid in pro-rata basis.
- (b) The Department may terminate the agreement by giving a written one-month advance notice for pre-mature cancellation of Policy if :
  - (i) The Service Provider becomes bankrupt or is otherwise declared insolvent.
  - (ii) The quality of services rendered to the Department gets degraded and/or is not up to satisfaction of the Department.
- (c) The Service Provider may submit request for termination of agreement by giving at least three months' advance notice to the Department.

In either case, premium should be refunded on pro-rata basis.

#### 3. Beneficiary

The Group Medi-Claim Insurance Policy shall cover Journalists and their families as described in Chapter 3. The Group Medi-Claim Insurance Policy shall be in the name of Information and Public Relations Department, Govt. of Odisha.

#### 4. Award of Contract

- (a) The Department will convey the final acceptance of bid in writing to the successful bidder. The bidder will have no right or claim in case of rejection of a bid.
- (b) The contract will be awarded to the successful bidder whose bid is determined to be responsive and has been evaluated to be the lowest bid. The decision of the Department shall be final in this regard, as per the Tender conditions.
- (c) Partial/incomplete bid shall be rejected forthwith.
- (d) Notwithstanding anything contained herein, the Department reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The successful bidder shall be fully responsible and shall be bound to perform the job allocated to him at the rates that have been accepted by the Department.

#### 5. Taxes and Duties

Taxes shall be separately quoted. The Department shall deduct taxes at source, if applicable. TDS certificate would be furnished by Information and Public Relation Department.

**6. Settlement of Dispute and Jurisdiction**

Disputes if any, arising during the contract period shall be negotiated / discussed at once in order to resolve the same, failing which Competent Courts at Bhubaneswar only will be have jurisdiction to adjudicate upon the matter.

**7. Technical & Administrative Support**

- a. Insurer shall provide a Standard Operating Procedure with detailed steps through which Insured shall be able to track their Claim status online.
- b. Insurer through TPA or through their representative should provide necessary training to DIPROs time to time and should be capable of addressing issues and queries in real time.

8. The successful Bidder will sign a contract as per the Terms and Conditions given in Annexure-IV.

## CHAPTER 5

### **SPECIAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Coverage of all Pre- existing diseases or ailment / injuries :**

All ailments / diseases / injuries / health condition which are pre-existing (treated / untreated, declared / not declared in the proposal form), shall be covered under the Policy.

- (a) Room, Boarding in General Ward and Nursing Expenses as provided by the Hospital as per condition.
- (b) Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
- (c) Anesthesia, Blood, Oxygen, Operation Theater Charges, Surgical, Appliances, Medicines & Drugs, Diagnostic Materials and X-ray, Limbs implanted in the body & cost of organs and similar expenses.
- (d) Maternity Benefit : waiver of 9 months waiting period. Maximum Rs. 30000/- for Normal Delivery & Rs. 40000/- for Caesarean Delivery.

Newly born babies will be covered from day one within overall limit of the family.

#### **2. Pre –hospitalisation and Post hospitalisation Expenses:**

- (a) Pre – Hospitalisation: Relevant medical expenses incurred during the period up to 30 days prior to hospitalisation on diseases / illness / injury sustained will be considered as part of claim.
- (b) Post – hospitalisation: relevant medical expenses incurred for the period 60 days after hospitalisation on diseases / illness / injury sustained will be considered as part of claim.
- (c) Special Provision for Day care: The Insurance policy should provide day care coverage for specific treatment taken in network specialised day care centres where the insured is discharged on the same day like eye surgery, radio therapy, Coronary Angiography, treatment of fractures etc.

#### **3. Mid – term Addition / deletion of employees and their family members:**

Any additions / deletions of employees / dependent family members during the Policy period, shall be added / deleted in the Policy on pro – rata basis on intimation by the Director, I & P.R. Deptt.

#### **4. Discounts:**

The Bidder should quote the rates after allowing the discounts in accordance with IRDA guidelines.

#### **5. Information related to Insured and Expenditure of claims:**

The insurance agency shall provide Information relating to Insured time to time as per the requirement of Information & Public Relations Department. The insurance agency also required to provide annual expenditure of claims to the Department.

## BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

To,

**The Director  
Information and Public Relations Departments,  
Loksampark Bhawan, Unit – V,  
Bhubaneswar**

Subject: Group Medi-Claim Policy for the year commencing from Sept. 2019 for Working Journalists and their families"

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the scope of the work as specified in the tender document and all other Bidding documents. We hereby propose to provide the insurance services as in the Bidding document.

### PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial Bids.

EARNEST MONEY: Not Applicable.

### BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Bidding document. We further understand that the number of lives to be insured as specified in this Tender may increase or decrease at the time of Award of Contract Order or at a later stage as per the requirements of the Department.

### QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents (As mentioned below) as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

(a)	Submitted Copies of certificates Insurance Company with IRDA or enabled by a Central Legislation to undertake insurance related activities	: Yes /No
(b)	Submitted Details of Healthcare Centres with whom bidder has arrangements, if any in Odisha	: Yes /No
(c)	Submitted List of clients Experience in catering to health insurance of 7000 families or more under one group health insurance scheme either in 2016-17, 2017-18 or 2018-19	: Yes /No
(d)	Submitted Copies of audited Annual Reports of F.Y. 2018-19/2018-19	: Yes /No

(e)	Submitted undertaking as per S. No 6 of Technical evaluation	: Yes /No
<b>Submitted Documents</b>		
(f)	Self-attested copy of PAN Registration	: Yes /No
	Self-attested copy of TAN	: Yes /No
	Self-attested copy of GST Registration	: Yes /No
	Technical in a spiral bind report format containing the documents arranged as per technical bid 5.0	: Yes /No
	Financial bid submitted in separate envelop	: Yes /No

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the Department is not bound to accept the lowest or any Bid that it may receive.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:  
Place:  
Business Address:

Name:  
Designation:  
Seal:

## FINANACIAL BID

Name of the Firm :

Address of the Firm :

2,00,000 cover per Beneficiary Family Unit (Existing 6,011 no. of family unit enrolled under this scheme and the number may vary. )  (Family Unit as defined in Chapter – 3)	[insert sum] (Rupees [insert sum in words] only)
Card Issuance expences	[insert sum] (Rupees [insert sum in words] only)
Total	[insert sum] (Rupees [insert sum in words] only)
Service Taxes (If any)	[insert sum] (Rupees [insert sum in words] only)
Total	[insert sum] (Rupees [insert sum in words] only)

Certified that no brokerage/agency/consultancy charges have been / will be paid against the above rates as this is a direct transaction with Information and Public Relations Department.

(Authorized Signatory of the firm)

(With Authorized Seal)

Place :

Date :

**UNDERTAKING REGARDING USE OF THIRD PARTY ADMINISTRATORS, SMART CARD SERVICE PROVIDERS AND SIMILAR AGENCIES**

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2013

To

**The Director  
Information and Public Relations Departments,  
Loksampark Bhawan, Unit – V,  
Bhubaneswar**

Dear Sir,

Sub: Undertaking Regarding Appointment of Third Party Administrators, Smart Card Service Providers and Similar Agencies

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the implementation of the Group Health Insurance Policy under Gopabandhu Working Journalist Health Insurance Scheme.

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only appoint those Third Party Administrators, that meet the criteria specified in the Tender Documents.

We hereby also undertake not to engage TPAs and Smart Card Service Providers without the approval of the Information and Public Relations Departments.

Dated this \_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

[signature]

In the capacity of \_\_\_\_  
[position]

Duly authorized to sign this Bid for and on behalf of \_\_\_\_  
[name of Bidder]

**CONTRACT AGREEMENT FORM**

AGREEMENT BETWEEN Information and Public Relations Department AND M/s-----  
-----This agreement made on this day \_\_\_\_\_ between the  
Information and Public Relations Department (Odisha) and represented by the Director I & P.R.  
of one part and -----of the other part.

Whereas the M/s \_\_\_\_\_ engaged in the business of  
Insurance and whereas the Department is desirous of availing the service of  
M/s \_\_\_\_\_ for Group Health Insurance under under Gopabandhu  
Working Journalist Health Insurance Scheme.

Now it is hereby agreed by and between the parties here to as follows. M/s \_\_\_\_\_  
\_\_\_\_\_ shall provide Group Medi-Claim Policy as specified in Chapter 3  
of Tender Document which are part of this Agreement on terms and conditions hereafter  
mentioned.

**1. TERMS OF AGREEMENT**

The agreement shall remain in force initially for one years on annual basis starting  
from \_\_\_\_\_ for the Department. It may be renewed for  
further period of one year or less on mutual consent. It shall be open to either of the party to  
terminate this agreement at any time as per clause 3 of this document in writing except in  
the event of failure of the contractor to comply with the other terms and conditions in which  
event the agreement shall be terminated without giving any notice and the decision to the  
the Department in this regard shall final and binding upon  
M/s \_\_\_\_\_. Any additions / deletions of  
member / dependent family members during the Policy period, shall be added / deleted in  
the Policy at tender rate on pro – rata basis on intimation by the Department.

**2. PAYMENT**

Payment for the contract will be made on Quarterly/Yearly basis.

**3. TERMINATION OF AGREEMENT**

- a) The Department may terminate the agreement by giving a written one-month advance  
notice to the Service Provider, if :
  - i. The Service Provider becomes bankrupt or is otherwise declared insolvent.
  - ii. The Service Provider being a company is wound up voluntarily or by the order of a  
court or a receiver, or manager is appointed on behalf of the debenture holders or  
circumstances occur entitling the court or debenture holders to appoint a receiver  
or a manager, provided that such termination will not prejudice or affect any right  
of action or remedy accrued or that might accrue thereafter to the Purchaser.
  - iii. The quality of services rendered to the Department gets degraded.
- b) The Service Provider may request for termination of agreement by giving three-month  
Advance notice to the Department. In either case, service provider may refund pro rata  
premium to the Department.

**4. REPRESENTATIONS AND WARRANTIES**

The parties hereby present and warrant to each other that;

- It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.
- This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound
- There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- No representation or warranty made herein contain any untrue statement.

#### **5. CONFIDENTIALITY**

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

#### **6. SEVERABILITY**

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

#### **7. DISPUTE RESOLUTION and JURISDICTION**

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Comm.-cum-Secy. I & P.R. Department or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on Comm.-cum-Secy. I & P.R. Department requesting him to appoint an arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Bhubaneswar and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or

maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity of the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

**8. MATTERS NOT PROVIDED IN THE AGREEMENT**

If any doubt arises as to the interpretation of the provisions of this Agreement or matters not provided therein, the parties to this Agreement shall consult with each other in each instance and resolve such doubts in good faith.

**9. ASSIGNMENT/ AMENDMENT**

M/s \_\_\_\_\_ shall have no right to assign its obligations under this Agreement without a written approval and permission from the Department to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

**10. HEADINGS**

The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

**11. SURVIVAL OF RIGHT AND OBLIGATION**

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

**12. NO PARTNERSHIP**

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

**13. THE AGREEMENT**

This document signed by both parties shall constitute the entire binding agreement between \_\_\_\_\_ and the Department.

Signed on behalf of the Information Public

Relations Department.

Name.....

Designation.....

Place: Bhubaneswar

Date:

Authorized Signature

Signed on behalf of

M/s.....

Name.....

Designation.....

Place: Bhubaneswar

Date:

Authorized Signature

**SELF-DECLARATION – NON BLACKLISTING**

To,

**The Director  
Information and Public Relations Departments,  
Loksampark Bhawan, Unit – V,  
Bhubaneswar**

Sir,

In response to the Tender Ref No..... I/We hereby declare that presently our Company/Service provider \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Date:  
Place: