RFP Reference no: - HO/HRMD/DOC/2026/05107

Request for Proposal (RFP) - Group Mediclaim Insurance Policy for officers of National Housing Bank

Human Resource Management Department

Head Office, National Housing Bank

Core 5-A, 5th Floor, India Habitat Centre,

Lodhi Road, New Delhi – 110 003

Phone: 011-39187156

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Broker Name – Anand Rathi Insurance Brokers Limited

A -254, Defence Colony, New Delhi – 110024

GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RO	Regional Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
RFP	Request For Proposal
SLA	Service Level Agreement

Interpretation: the terms RFP, Tender, Bid have been used interchangeably, and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

1. IMPORTANT BID DETAILS

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	25.09.2026 by 11:00 AM
2.	Last Date of Raising Queries from the Bidders	04.10.2026 by 4:00 PM
3	Pre-Bid Meeting (Online/Offline)	06.10.2026 at 4:00 PM
4.	Last date and time for Submission of Tender	16.10.2026 by 6:00 PM
5.	Date and Time of Technical Bid Opening	19.10.2026 at 12:00 PM
6.	Earnest Money Deposit Amount	Not Applicable
7.	Security Deposit	Not Applicable
8.	Place of opening of Bids	Human Resources and Management Department, National Housing Bank, Head Office, Core 5-A, 5th Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

Note: -

A. Technical Bids will be opened in the presence of Bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or published on NHB's website.

B. All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

C. Further, please note that Commercial Bid opening Date, Time & Venue will be intimated to the technically qualified Bidders later.

D. The Tender application shall be submitted by the bidders in sealed envelope as under:

I. Separate sealed envelope comprising part A [Technical Bid –Duly signed and stamped in all pages].

Separate sealed envelope comprising part B [Commercial Bid – Duly filled up, signed and stamped].

II. Outer sealed envelope containing above two envelopes super scribing "Request for Proposal (RFP) for Group Mediclaim Insurance Policy for Officers of National Housing Bank".

2. **National Housing Bank**

National Housing Bank (NHB), a statutory institution, is a wholly owned by Government of India, established under National Housing Bank Act, 1987 ("the Act").

a. NHB has been established to achieve, inter alia, the following objectives –

- To promote a sound, healthy, viable and cost-effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
- To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
- To augment resources for the sector and channelize them for housing.
- To make housing credit more affordable.
- To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
- To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
- To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.

b. The Head Office of NHB is located in New Delhi and a Regional Office located at Mumbai, Delhi, Hyderabad, Chennai, Bengaluru, Kolkata, Ahmedabad, Lucknow, Guwahati, Bhopal, Chandigarh, Jaipur, Raipur, Bhubaneswar, Patna, Ranchi and Thiruvananthapuram.

3. **Request for Proposal (RFP)**

The limits of Insurance coverage shall be as under:

Officer Scale	No. of Employees	Annual Limit per family on floater basis
Scale I-II (AM & DM)	118	8 lakhs
Scale III-IV (Manager & Regional Manager)	68	10 lakhs
Scale V-VI (AGM & DGM)	49	12 lakhs
Scale-VII (GM & Above)	12	15 lakhs
Total	247	

4. **Scope of Work:**

"National Housing Bank seeks to engage an eligible IRDAI-licensed Public Sector General Insurance Company, operating in India, for providing comprehensive Group Mediclaim Insurance coverage to its employees and their dependents

4.1 The limit shall be double in case of critical illness.
(list of Critical Illness as per IRDAI ENCLOSED Vide Annexure - C).

4.2 List of coverage is as follows:

Sr. No.	INSURANCE COVERAGES	
1.	Policy Period	31st Oct 2026 to 30th Oct 2027
2.	Total No of Lives	Total Number of Employees = 247 Total No. of Dependents = Total Lives = 775* Final data will be provided by the Bank to the L1 bidder at the time of policy placement.
3.	Family Definition	Staff + Spouse + Dependent Children + Any two of the Dependent Parents /Parents-in-law/dependent brother and Sister (As per below definition) • The Employee Spouse • Wholly dependent unmarried children (including stepchildren and legally adopted children). • Wholly dependent physically and mentally challenged brothers / sisters with 40% more disability. • Widowed daughters and dependent divorces/separate daughters. • Sisters including unmarried / divorced / abandoned or separated from Husband /widowed sisters • Parents wholly depend on the employee. Provided that in the case of physically and mentally challenged children irrespective of age, they shall be construed as dependents even after their marriage subject to however fulfilling the income criteria for dependent. Both parents should be considered as wholly dependent on the officer. **Note:** For medical expenses reimbursement scheme for all employees, any two of the dependent fathers, mother, father-in-law, Mother-in-law shall be covered. The employee will have the choice to substitute either of the dependents or both once in a calendar year.
4.	The Officers/ Employees in service would be continued beyond their retirement/ superannuation/Resignation etc. until the end of the policy Period.	No
5.	Pre-existing Diseases	Covered from day 1

6.	Waiting period Waivers i.e. 30 Days, 1, 2, & 4 years.	Waived Off
7.	Room Rent for normal	2% of the Sum Insured per Day
8.	Room Rent for ICU	4% of the Sum Insured per Day
9.	Proportionate deductions	Waived off
10.	Maternity cover	Covered as per below limits (Note: PPN charges are not applicable for Maternity claims and to be processed as per specified limit) the charges inclusive of Vaccination expenses (for children up to I year of age during the policy tenure, the National Immunization Schedule issued by the Ministry of Health and Family Welfare Government of India.
	a) for Normal	Rs. 1,00,000 Per Hospitalization; PPN charges shall not be applicable
	b) For C section	Rs. 1,50,000 Per Hospitalization; PPN charges shall not be applicable
11.	Covid & Covid like situation	Covered from day one
12.	Newborn baby	Covered from day one
13.	Pre and Post Hospitalization	30 and 90 days
14.	Domiciliary Hospitalization	On Actual Basis
15.	Ambulance Charges	Ambulance charges are payable up to Rs. 2500 per trip to hospital and/or transfer to another hospital or Transfer from hospital to home if medically advised. Taxi and Auto expenses are at actual maximum up to Rs. 750 per trip. Ambulance charges actually incurred on transfer from one center to another Center due to non- availability to medical service/medical complication shall be payable in full.
16.	Congenital anomalies cover	Internal diseases/defect anomalies are covered
17.	Addition & Deletion	**1. Employee Coverage (Pro Rata Basis):** • Additions will be allowed from the employee's Date of Joining, subject to sufficient balance in the CD account, or will take effect from the date of premium remittance to the Insurance Company. • In case of deletion of an employee, the pro rata premium will be refunded from the date of intimation to the Insurance Company. **2 Dependent Coverage (Spouse/Children):** • For new dependents (only newly married spouses or children) within 60 days of Policy inception date.

		• No premium will be charged for adding such dependents during the policy year. No premium refund will be applicable in case of deletion of any dependents during the policy year.
18.	Day care Procedures	Covered **(Detailed list of day care facilities are given vide Annexure A).**
19.	Cataract Surgery	Cataract Operation with cap of ₹75,000/- PER EYE uniform for all including cost of laser and multifocal lenses within limit. **Note: PPN charges are not applicable for cataract claims and to be processed as per specified limit of ₹75,000/-**
20.	GST	Covered
21.	Physiotherapy treatment	Covered, **for the period specified by the recommended Doctor.**
22.	Submission of claim documents for reimbursement	Within 30 days from the discharge.
23.	Intimation of claim	Within 30 days from the date of admission
24.	Third Party Administrator	To be decided by the Bank at the time of placement of the policy.
25.	Non-Medical Expenses & Consumables	"The list of non-payable items shall be strictly restricted to those specified in Annexure B of this tender document. The Insurance Company/TPA shall not deduct any amount towards items other than those expressly mentioned in Annexure B. Further, in the event any item listed in Annexure B is prescribed by the attending doctor as part of the treatment, the same shall be considered payable under the policy."
26.	Oral & adjuvant chemotherapy	To Be Covered on an actual basis
27.	Critical Illness	Critical Illness to be covered up to double the Individual Sum Insured. **(List of Critical illness Mentioned as per IRDAI vide Annexure C)** Further, any changes made by IRDAI in the current list during the policy period shall automatically be applicable to the list mentioned in Annexure C.

28.	Indoor Ayurveda Treatment taken in government run/government approved hospital and at CGHS empaneled Ayurveda hospitals.	To Be Covered on an actual basis
29.	Injections for Autoimmune disorders/arthritis and ankylosing spondylosis.	To Be Covered on an actual basis
30.	Inclusion of Injection Luprodox for advance prostate cancer and Injection Fer inject for anemia.	To Be Covered on an actual basis
31.	Addition of Missed out Dependents during the policy period	Facility of adding any missed dependents as per the policy definition (Parents / Spouse / Siblings/ any Children etc.) to be provided up to 31st December 2026.
32.	Corporate buffer	Rs. 1 Crore (Corporate buffer utilization in case the annual limit of any officer is exhausted due to prolonged or critical illness/expensive treatments, etc.). This facility should be available on first come first-serve basis to the officers subject to the maximum extent of 50% of their respective hospitalization limits/ Sum Insured.
33.	Organ Donar	Covered (excluding organ cost)

***5% variance in the number of lives**

4.3 CLAIM EXPERIENCE as on 15th September 2026

Policy Period	**No. of Lives Count**	**Net Premium without GST**	**Claim Amount (Paid+ O/S)**	**Claim Ratio**
31/10/2025 to 30/10/2026	**699**	**7682867/-**	**10152399**	**132.14%**

5. Policy Wordings

Medical Scheme for the staff of National Housing Bank

5.1 Introduction:

The Bank extends Hospitalization benefit to its officers, Officer's Spouse and their dependents. Under the Scheme, officers, Officers' Spouse and their dependents are eligible for hospitalization in case of disease/condition requiring admission for treatment in Govt. Municipal/Trust/ Corporate/Charitable/Private Hospitals and nursing homes anywhere in India.

5.2 OPERATIVE CLAUSE:

The Company undertakes that if during the Policy Period stated in the Schedule, any Insured Person(s) shall suffer any illness or disease (hereinafter called Illness) or sustain any bodily injury due to an Accident (hereinafter called Injury), requiring Hospitalization of such Insured Person(s), for In-Patient Care at any hospital/nursing home (hereinafter called Hospital) or for Day Care Treatment at any Day Care Centre, following the Medical Advice of a duly qualified Medical Practitioner, the Company shall indemnify the Hospital or the Insured, Reasonable and Customary Charges incurred for Medically Necessary Treatment towards the Coverage mentioned herein.

Provided further that, the amount payable under the Policy in respect of all such claims during the Policy Period shall be subject to the coverage, terms, exclusions, conditions, definitions and sub limits contained herein as well as shown in the Table of Benefits and shall not exceed the Sum Insured of the Insured Person as mentioned in the Schedule.

5.3 Scope of Cover

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

5.4 Definition of Family:

In partial modification of clause 16 (v) of the Joint Note dated 11th November, 2020 for the purpose of medical facilities, the expression 'family' of an Officer employee shall mean:

i. the employee's spouse,

ii. Wholly dependent unmarried children (including step children and legally adopted children)

iii. Wholly dependent physically and mentally challenged brothers / sisters with 40% or more disability,

iv. widowed daughters and dependent divorced / separated daughters,

v. sisters including unmarried/ divorced/ abandoned or separated from husband/ widowed sisters,

vi. Parents wholly dependent on the employee.

vii. Provided that in the case of physically and mentally challenged children irrespective of age, they shall be construed as dependents even after their marriage subject to however fulfilling the income criteria for dependent.

Note:

For the purpose of medical expenses reimbursement scheme for all employees, any two of the dependent fathers, mother, father-in-law, mother-in-law shall be covered. The employee will have the choice to substitute either of the dependents or both once in a calendar year.

a) All New Officers / employees and their dependents to be covered from the date of joining as per their appointment letter if the sufficient balance is deposited with the Insurance Company or from date of premium remittance. For additions/deletions during policy period, premium to be charged/refunded on pro rata basis.

b) In case of a death of employee/ officer the dependents will be in force in the policy till the expiry of the policy.

c) Sum Insured: Hospitalization and Domiciliary Hospitalization coverage as defined in the scheme per annum.

d) Change in sum insured after commencement of policy to be considered in case of promotion of the employee or vice versa.

5.5 Hospitalization Coverage:

In the event of any claim becoming admissible under this scheme, the company will pay to the Hospital/Nursing Home or Insured Person the amount of such expenses as would fall under different heads mentioned below and as are reasonably and medically necessary incurred thereof by or on behalf of such insured person but not exceeding the Sum Insured in aggregate mentioned in the Schedule here to.

i. Room and boarding expenses as provided by the Hospital/Nursing Home do not exceed per day limit as mentioned in the Schedule or the actual amount whichever is less.

ii. Intensive care Unit (ICU) expenses not exceeding per day limit as mentioned in the Schedule or actual amount whichever is less.

iii. Surgeon, team of surgeons, Assistant surgeon, Anesthetist, Medical Practitioner Consultants, Specialists Fees.

iv. Nursing Charges, Service Charges, IV Administration Charges, Nebulization Charges, RMO Charges, Aesthetic, Oxygen, Blood, Operation Theatre Charges, surgical appliances, OT Consumables including Gloves, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, Cost of Prosthetic devices implanted during surgical procedure like pacemaker, Defibrillator Ventilator, Orthopedic, implants, Cochlear Implant, any other implant, Intra-Ocular Lenses, infra cardiac valve replacements, vascular stents, any other valve replacement, Laboratory/Diagnostic tests, X-ray CT Scan, MRI, any other scan and such similar expenses that are medically necessary, or incurred during hospitalization as per the advice of the attending doctor.

v. If the hospital does not agree to the GIPSA rates and charges higher than the Predefined rates in case of reimbursement and cashless both, the TPA will process and settle the claim based on the actual expenses incurred.

vi. In case of Cataract treatment and Maternity GIPSA will not apply.

5.6 **Pre-Hospitalization and Post- Hospitalization Expenses** — Medical Expenses relevant to the same condition for which the hospitalization is required incurred during the period up to 30 days prior to hospitalization and during the period up to 90 days after the discharge from the hospital. These expenses are admissible only if the primary hospitalization claim is admissible under the policy.

5.7 **DAY CARE TREATMENT**-Day Care Treatment means the medical treatment and / or surgical Procedure which is –

i. Undertaken under General or Local Anesthesia in a hospital/day care center in less than 24 hours because of technological advancement and

ii. Which would have otherwise required a hospitalization of more than 24 hours.

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

iv. List of Day care mentioned vide Annexure – A

5.8 Domiciliary Hospitalization:

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

i. The condition of the patient is such that he/she is not in a condition to be removed to a hospital or

ii. The patient takes treatment at home on account of non-availability of room in a hospital.

5.9 **DOMICILIARY TREATMENT shall** also be covered under this scheme, i.e. treatment taken for specified diseases which may or may not require hospitalization as mentioned below.

5.10 **Alternative Treatment-**Alternative Treatments are forms of treatment other than treatment "Allopathy" or "modern medicine and includes Ayurveda, unani, siddha homeopathy and Naturopathy in the Indian Context.

5.11 **MATERNITY EXPENSES BENEFIT EXTENSION**

The hospitalization expenses in respect of the newborn child can be covered within the Mother's Maternity expenses. The maximum benefit allowed under this clause will be up to Rs. 100000/- for Normal Delivery and Rs. 1,50,000/- for Caesarean Section.

Maternity expenses/treatment shall also include:

i. 9 months' waiting period under maternity benefit will be waived from the policy.

ii. Pre -natal & post-natal charges in respect of maternity benefit are covered under the policy up to 30 days and 60 days only, unless the same requires hospitalization

iii. Missed Abortions, Miscarriage or abortions induced by accidents are covered under the limit of under the limit of C-Section.

iv. Complications in Maternity including operations for extra uterine pregnancy ectopic pregnancy would be covered in the up to the Sum Insured

v. Expenses incurred for Medical Termination of Pregnancy.

vi. Claim in respect of delivery to be given irrespective of the number of children.

5.12BABY DAY ONE COVER

Newborn baby is covered from day one. All expenses incurred on the newborn baby during maternity will be covered in addition to the maternity limit and up to Rs, 20,000/.

However, if the baby contracts any illness the same should be considered in the Sum Insured. Baby to be taken as an additional member within the normal family floater.

5.13AMBULANCE CHARGES

Ambulance Charges: Ambulance charges are payable up to Rs 2500/- per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses at actual maximum up to Rs 750/- per trip will also be reimbursable.

Ambulance charges actually incurred on transfer from one center to another Center due to non-availability to medical service/medical complication shall be payable in full.

5.14 PRE EXISTING DISEASES/AILMENTS

Pre-existing diseases are covered under the scheme from day one.

5.15 CONGENITAL ANOMALIES

Expenses for treatment of congenital internal/external diseases, defects anomalies are covered under the policy

5.16 PSYCHIATRIC DISEASES

Expenses for treatment of psychiatric and psychosomatic diseases will be payable with or without Hospitalization up to the sum insured.

5.17 ADVANCED MEDICAL TREATMENT to be Covered (During Hospitalization or Day Care)

- New advanced medical procedures approved by the appropriate authority e.g. Laser surgery, stem cell therapy for treatment of a disease are payable on hospitalization/day care surgery.
- All advance/modern treatment is covered under the policy up to the Sum Insured without any capping.

All modern Treatments will be covered without any capping on the amount e.g.

i. Uterine Artery Embolization and HIFU (High intensity focused ultrasound)
ii. Balloon Sinuplasty
iii. Deep Brain stimulation
iv. Oral chemotherapy
v. Immunotherapy- Monoclonal Antibody to be given as injection
vi. Intra vitreal injections
vii. Robotic surgeries
viii. Stereotactic radio surgeries
ix. Bronchical Thermoplasty
x. Vaporisation of the prostrate (Green laser treatment or holmium laser treatment)
xi. IONM - (Intra Operative Neuro Monitoring)
xii. Stem cell therapy: Hematopoietic stem cells for bone marrow transplant for haematological conditions to be covered.

5.18 Expenses related to treatment necessitated due to participation as a non-professional in hazardous or adventure sports.

5.19 **HIV/ AIDS** Cover The Company shall indemnify the Hospital or the Insured Person the Medical Expenses (including Pre and Post Hospitalization Expenses) related to following stages of HIV infection:

i. Acute HIV infection – acute flu-like symptoms

ii. ii. Clinical latency – usually asymptomatic or mild symptoms

iii. iii. AIDS – full-blown disease; CD4 < 200

5.20 **Mental Illness Cover**: The Company shall indemnify the Hospital or the Insured Person the

Medical Expenses (including Pre and Post Hospitalization Expenses) related to Mental Illnesses, provided the treatment shall be undertaken at a Hospital with a specific department for Mental Illness, under a Medical Practitioner qualified as Psychiatrist or a professional having a post-graduate degree (Ayurveda) in Mano Vigyan Avum Manas Roga or a post-graduate degree (Homoeopathy) in Psychiatry.

5.21 **Organ Donor's Medical Expenses**: The Company shall indemnify the Hospital or the Insured Person, the Medical Expenses (excluding Pre and Post Hospitalization Expenses) incurred for organ donor's treatment during organ transplant to any Insured Person. Provided that,

i. the donation conforms to 'The Transplantation of Human Organs Act 1994'

ii. The Insured Person has been Medically Advised to undergo an organ transplant, or the Insured Person has been certified by a qualified Medical Practitioner to be suitable for organ donation.

Exclusions: The Company shall not be liable to make any payment in respect of any expenses incurred in connection with or in respect of

1. Cost of the organ to be transplanted.

2. Any other medical treatment or complication in respect of the organ donor (other than Insured Person), is consequent to harvesting.

5.22 **Morbid Obesity Treatment:** Treatment has been conducted upon the advice of the Medical Practitioner, and The surgery/Procedure conducted should be supported by clinical protocols, and The Insured Person is 18 years of age or older, and

Body Mass Index (BMI) is;

b) greater than or equal to 40 or

c) greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:

- Obesity-related cardiomyopathy
- Coronary heart disease
- Severe Sleep Apnea
- Uncontrolled Type2 Diabetes

5.23 **Correction of Refractive Error:** The Company shall indemnify the Hospital or the Insured Person, the Medical Expenses (including Pre and Post Hospitalization Expenses) incurred for expenses related to the treatment for correction of eyesight due to refractive error equal to or more than 7.5 diopters.

5.24 Medical expenses incurred for treatment undergone due to accident shall be payable in hospital.

5.25 **TAXES AND OTHER CHARGES:** All Taxes, Surcharges, Service charges, Registration charges, Admission Charges, Nursing, and Administration charges to be payable.

5.26 Charges for diapers and sanitary pads are payable, if necessary, as part of treatment.

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

5.28 Treatment for Genetic disorder and stem cell therapy is covered under the scheme.

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

5.30 Rental charges for external and/or durable medical equipment used for diagnosis and/or treatment including CPAP, CAPD, Bi-PAP, Infusion pump, and related equipment will be covered under the scheme. However, purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.

5.31 Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, elastocrepe bandages, external orthopedic Pads, sub cutaneous insulin pump, Diabetic foot wear, Glucometer (Including Glucose Test Strips)/ Nebulizer/ prosthetic devise/ Thermometer, alpha / water bed and similar related items etc., will be covered under the scheme if recommended by the Medical Practitioner as a necessary item for the ongoing treatment.

5.32 PHYSIOTHERAPY CHARGES: Physiotherapy charges shall be covered for the period specified by the medical practitioner even if taken at home.

5.33 All claims admitted in respect of any/all insured person/s during the period of insurance shall not exceed the sum insured stated in the schedule.

5.34 Hormonal therapy for cancer and Immunotherapy for non-cancer to be included in day care.

5.35 No capping shall be applied to any specific disease; claims will be payable up to the sum insured.

5.36 Wherever a specific limit is defined under any benefit, the **No PPN Package** shall be applicable to such benefit.

5.37 **Process for Utilization of Corporate Buffer**

a) Normal Sum Insured

The claim will first be settled from the employee's **Normal Annual Sum Insured** available under the policy.

The normal Sum Insured must be fully utilized/exhausted before moving to the next level.

b). Corporate Buffer

The Corporate Buffer of Rs. 1 Crore shall be made available which shall be utilized in case the annual limit of any Officer is exhausted due to prolonged or critical illness/expensive treatments, etc. The facility shall be available on the first come first serve basis to the officers subject to maximum extent of 50% of their respective hospitalization limits (sum insured/annum).

C). Critical Illness Sum Insured

Once the **Normal Sum Insured and Corporate Buffer are both exhausted**, the **Critical Illness Sum Insured** may be utilized, provided the hospitalization/treatment qualifies under the Critical Illness provision and all applicable conditions are met.

Flow

Normal Sum Insured → Corporate Buffer → Critical Illness Sum Insured

6. Definitions:

6.1 Accident- An accident is a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

6.2 ALTERNATIVE TREATMENTS- Alternative treatments are forms of treatment other than treatment "Allopathic" or "Modern medicine" and includes Ayurveda, Unani, Siddha, Naturopathy and Homeopathy in the Indian context.

6.3 ANY ONE ILLNESS will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment has been taken.

6.4 CASHLESS FACILITY means a facility extended by the insurer to the insured where the payment of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre — authorization approved.

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

i. Internal Congenital Anomaly: - Which is not in the visible and accessible parts of the body.

ii. External Congenital Anomaly: - Which is in the visible and accessible parts of the body.

6.6 CONDITION PRECEDENT shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional.

6.7 DAY CARE CENTRE means any institution established for day care treatment of illness and/or injuries or a medical set —up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

i. Has qualified nursing staff under its employment.
ii. Has qualified medical practitioner(s) in charge
iii. Has a fully equipped operation theatre of its own where surgical procedures are carried out.
iv. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

6.8 DENTAL TREATMENT means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.

6.9 DISCLOSURE TO INFORMATION NORM: The policy shall be void and all premium paid

thereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

6.10 EMERGENCY CARE means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a medical practitioner to prevent death or serious long-term impairment of the insured person's health.

6.11 EMERGENCY DENTAL TREATMENT means the services or supplies provided by a Licensed dentist, Hospital or other provider that are medically and immediately necessary to treat dental problems resulting from injury. However, this definition shall not include any treatment taken for a pre-existing condition.

6.12 EMERGENCY MEDICAL TREATMENT means the services or supplies provided by a Physician, Hospital or Licensed provider that are medically necessary to treat any illness or other covered condition that is acute (onset is sudden and unexpected), considered life threatening and one which if left untreated, could deteriorate resulting in serious and irreparable harm.

6.13 GRACE PERIOD means the specified period immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre — existing diseases. Coverage is not available for the period for which no premium is received.

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

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

ii. Has at least 10 in-patient beds in towns having a population of less than 10 Lacs and at least 15 in - patient beds in all other places.

iii. Has a qualified medical Practitioner(s) in charge round the clock.

iv. Has a fully equipped Operation Theatre of its own where surgical procedures are carried out.

v. Maintain daily records of patients and make these accessible to the insurance company authorized personnel.

6.15 The term 'Hospital/Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts or place for alcoholics, a hotel or a similar place. For Ayurveda, Unani, Siddha, Naturopathy and Homeopathy treatment, hospitalization expenses are admissible only when the treatment has been undergone in a hospital

6.16 HOSPITALISATION means admission in a Hospital/Nursing Home for a minimum period of 24 In-patient care consecutive "In-patient care" hours except for the specified day care procedures/treatments, where such admission could be for a period of less than 24 consecutive hours. For the list of these specified day care procedures/treatments,

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

6.18 Acute Condition-Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the d i s e a s e /illness/injury which leads to full recovery.

6.19 Chronic Condition-A chronic Condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

i. It needs ongoing or long-term monitoring through consultations, examinations, check- ups, and/or tests.

ii. It needs ongoing or long-term control or relief of symptoms.

iii. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it.

iv. It continues indefinitely.

v. It recurs or is likely to recur.

6.20 INJURY means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

6.21 IN-PATIENT CARE means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

6.22 INSURED PERSON means the employee of the bank and each of the other family members who are covered under this policy as shown in the Schedule.

6.23 INTENSIVE CARE UNIT means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

6.24 INTENSIVE CARE (ICU) CHARGES means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensives charges.

6.25 MEDICAL ADVICE means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

6.26 MEDICAL EXPENSES means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

6.27 MEDICALLY NECESSARY TREATMENT is defined as any treatment, tests, medication, or stay in hospital or part of a stay in a hospital which is required for the medical management of the illness or injury suffered by the insured

i. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope duration or intensity.

ii. Must have been prescribed by a Medical Practitioner.

iii. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

6.28 MEDICAL PRACTITIONER: A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of license.

The term Medical Practitioner would include Physician, Specialist and Surgeon. The registered Medical Practitioner should not be the insured. Or any member of his family including parents and in-laws.

6.29 NETWORK PROVIDER means the hospital/nursing home or health care providers enlisted by an insurer or by a TPA 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 TPA and the same is subject to amendment from time to time.

6.30 PPN-PREFERRED PROVIDER NETWORK means a network of hospitals which have agreed to cashless packaged pricing for specified planned procedures for the insured person. Updated list of networks provider/PPN is available on website of the company and website of the TPA mentioned in the schedule and is subject to amendment from time to time.

6.31 NEWBORN BABY: A newborn baby means a baby born during the Policy Period aged between one day and 90 days, both days inclusive.

6.32 NON -NETWORK HOSPITALS means any hospital, day care center or other provider that is not part of the network.

6.33 NOTIFICATION OF CLAIM is the process of notifying a claim to the insurer or TPA within specified timelines through any of the recognized modes of communication.

6.34 PRE-EXISTING DISEASE means any condition, ailment or injury or related condition(s) for which insured person had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months prior to the first policy issued by the insurer. Any complication arising from pre-existing disease shall be considered as a part of the preexisting disease.

6.35 PRE-HOSPITALISATION MEDICAL EXPENSES:

i. ✓ Relevant medical expenses incurred immediately 30 days before the Insured person is hospitalized provided that

ii. ✓ Such medical expenses are incurred for the same condition for which the Insured Person's Hospitalization was required: and;

iii. ✓ The In-patient Hospitalization claim for such Hospitalization is admissible by us.

6.36 POST HOSPITALISATION MEDICAL EXPENSES

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

ii. ✓ Such Medical expenses are incurred for the same condition for which the Insured Person’s Hospitalization was required; and

iii. ✓ The In-patient Hospitalization claim for such Hospitalization is admissible by us.

6.37 PSYCHIATRIC DISORDER means clinically significant Psychological or behavioral syndrome that causes significant distress, disability or loss of freedom (and which is not merely a socially deviant behavior or an expected response to a stressful life event) as certified by a Medical Practitioner specialized in the field of Psychiatry after physical examination of the insured person in respect of whom a claim is lodged. This is covered under the policy.

6.38 PSYCHOSOMATIC DISORDER means one or more psychological or behavioral problems that adversely and significantly affect the course and outcome of general medical condition or that significantly increase a person's risk of an adverse outcome as certified by a Medical Practitioner specialized in the field of Psychiatry after Physical examination of the insured person in respect of whom a claim is lodged shall be covered under the policy.

6.39 QUALIFIED NURSE means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any State in India.

6.40 REASONABLE AND CUSTOMARY CHARGES ARE Not applicable in this policy.

6.41 ROOM RENT shall mean the amount charged by a hospital for the Occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

6.42 SUM INSURED is the maximum amount of coverage under this policy opted for all insured people shown in the schedule.

6.43 SURGERY OR SURGICAL PROCEDURE means manual and for operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or Day Care Centre by a Medical Practitioner.

6.44 THIRD PARTY ADMINISTRATOR (TPA) means any person who is registered under the IRDAI (Third Party Administrators-Health Services) Regulations 2016 notified by the Authority and is engaged for a fee or remuneration by an insurance company, for the purposes of providing health services as defined in those.

6.45 UNPROVEN/EXPERIMENTAL TREATMENT means any treatment including drug experimental therapy which is not based on established medical practice in India.

6.46 WE/OUR/US/COMPANY means ……………………… INSURANCE COMPANY LIMITED

7. **EXCLUSIONS:** The Bank shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Officer in connection with or in respect of:

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

ii. 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 is not covered.
- Plastic surgery other than as may be necessitated due to an accident Or as part of any illness.

iii. Cost of spectacles and contact lenses, hearing aids. Other than Intra-Ocular Lenses and Cochlear Implant.

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

v. Convalescence, rest cure, treatment relating disorders, Venereal disease, intentional self-injury and use of intoxication drugs / alcohol.

vi. Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of Presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home, unless recommended by the attending doctor.

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

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

8. Claims Procedure

8.1 Claim intimation guidelines

The limit for claim intimation should be 48 hours from hospitalization

8.2 Claim documentation submission limits

The document submission timeline is 30 days from date of discharge

In case the claimant has missed the above guidelines, the reasons for the same should be asked while document submission itself. (Queries should not be raised just for missing the above two guidelines)

8.3 Post document submission by claimant

Assessment of claim documents received and communication of additional requirements

- On receipt of the documents the insurer should assess the documents submitted and raise queries or additional requirements if any within 7 days from the date of submission.

If there are no additional requirements the claimant should get a mail and/or a message that the requirements of claim are complete and claim shall be processed within 21 working days.

- From the date of submission of all documents –The claim processing should be completed within 21working days.

8.4 Communication of admissible claim amount

- From the date of submission of documents -The admissible claim amount and deductions (if any) should be intimated by 24th working day.

8.5 Credit of the admissible claim amount

From the date of submission of documents –The admissible amount should be credited to the account of the holder by 30th working day.

The settlement details -Reference number of the transaction should be mailed.

8.6 Penalties:

- Deviation or breach of any of the above timeline would result in a monetary penalty applicable to the insurer and would be paid by the insurer to the insured (Bank) .
- This would be measured monthly and penalty would be levied monthly basis
- Penalty would be levied if timelines are breached in more than 10% of the cases
- Penalty of 2% of the claim amount would be charged on all the delays beyond 10%
- Every claim submitted by the claimant should be tracked on the basis of -Claim docs submission date and acknowledgement of receipt date.

8.7 For cases involving queries

- From the date of submission of claim documents the claimant should be intimated about additional requirements or query in processing if any within 7 working days.
- In the communication sent about the query there should be timeline stating that the response to the query has to be submitted within 30 days else the claim will stand invalid.
- After submission of queries, if there are any additional requirements –pendencies

  The same should be communicated within working days to the claimant vide mail -SMS
- From the date of response to the query provided by the claimant the claim processing should be completed within 21 working days.

8.8 For cashless claims

List of cashless hospitals nationally should be given at time of issuance of policy and updated list to be provided thereafter on monthly basis.

8.9 **Pre -authorization request –**In case of a pre-authorization request received from a network hospital the first response from the cashless desk should be triggered within 60 minutes from the time of inward request

This response could be the sanction of the initial amount OR Query raised to ascertain the admissibility of claim and amount under the policy

8.10Response to the query

On receiving the response to the query from the hospital, the same should be processed

and initial sanction or letter of repudiation with the reasons mentioned has to be provided

to the hospital within 60 minutes of the time of inward of inward response.

8.11At Discharge

On receipt of the final bill from the hospital the insurer/TPA has to respond with the admissible amount sanctioned within 60 minutes.

The description of non - admissible amount should be provided with the sanctioned amount itself.

8.12 Refund of deposit

After discharge under cashless the amount sanctioned by the TPA/Insurer to the hospital must be transferred within 30 days

Communication to be sent to claimant about the transfer of fund to enable him for approaching the hospital and taking the refund of deposit paid during admission (If any) Non -adherence to the said clause will result in a penalty of 2% per month on the deposit amount to be refunded.

8.13 Deputation of Manpower

The count / list of personnel deputed by the Insurer from their end to enable the smooth functioning of the scheme along with the mapping as per hierarchy.

The said personnel would be the relationship managers assigned for different locations of the bank. The insurer commits to a sufficient dedicated resources for servicing IBA policy, these resources would be deployed at mutually agreed locations nationally

8.14 Escalation matrix

The mechanism and escalation matrix for reporting of issues pertaining to claims and deficiency in services to be provided during issuance of the policy.

Any escalations must be given a detailed response within 3 days of the escalation. In case of non – adherence of the above clause, a penalty of 2% would be levied on the claim amount.

8.15 Grievance redressal committee

The insurer to provide a grievance redressal desk where resolution of query/ request/grievance should be acknowledged within 2 hours.

Delay in response from the committee would result in monetary penalty for the insurer of 2% of the claim amount.

There would be a monthly meeting between decision makers at the insurer end and the nominated personnel by the banks for addressing the grievances where responses are not satisfactory.

8.16 Territorial Limit

All medical treatment for the purpose of this policy will have to be taken in India only.

8.17 Periodicity: It is on requirement basis.

8.18

9. **Procedures:**

    i. The officer has to submit their claim maximum within 30 days from the date of discharge from the hospital. In case of post-hospitalization, treatment (limited to

30 days), all claim documents should be submitted within 30 days after completion of such treatment.

Note: Waiver of the above conditions may be considered in extreme cases of hardship where it is proved to the satisfaction of the Bank that under the circumstances in which the officer was placed it was not possible for him or any other person to give such notice or deliberate or file claim within the prescribed time-limit.

ii. The Bank shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or Supported by any fraudulent means or device whether by the Officer or by any other person acting on his behalf.

10. Disclosure To Information Norm:

a) The claim shall be rejected in the event of misrepresentation, mis description or non-disclosure of any material fact.

b) Claims will be managed through the Head Office of the Bank from where it is managed at present.

11. <u>Period of Contract:</u>

The contract period is initially for one year from the date of remittance of premium to the L1 Bidder.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Consultant will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

12. <u>Payment Terms</u>

Any payment will be released only after submission of PBG & post-signing of SLA as per the following payment terms.

i. Payment of Premium shall be made on the submission of invoice on annual basis.

ii. For any addition/deletion, the payment shall be made on pro-rata basis as per terms & conditions of Bank.

<u>13. Instructions to Bidders</u> General:-

i. All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.

ii. No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.

iii. Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s).

iv. Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.

v. Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact person, mentioned below:

Shri Peeyush Pandey,
Deputy General Manager
HRMD
National Housing Bank
Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003
E-mail: Peeyush.pandey@nhb.org.in P
Phone No.011-39187059

vi. NHB has appointed Anand Rathi Insurance Brokers Limited (ARIBL) to Service this Policy and in case of any queries related to the proposal you can coordinate with our Broker as per below contact details.

Anand Rathi Insurance Brokers Ltd			
Name	Designation	Email Id	Contact Details
Ms. Shaifali	Senior Vice President	shaifaligoyal@rathi.com	8800283339
Mr. Devendra Singh	Senior Manager	devendrasingh1@rathi.com	9713660245
Ms. Vishakha	Assistant Manager	Vishakha@rathi.com	9318424705

vii. NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

viii. Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

ix. If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.

x. Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 10 am to 6 pm on Monday to Friday, excluding public holidays.

xi. NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

xii. Soft Copy of Tender/RFP Document will be made available on NHB's website http://www.nhb.org.in.

xiii. Non-Transferability of Tender/RFP: This tender/RFP document is not transferable.

xiv. Erasures or Alterations

The offers containing erasures or alterations may not be considered. Any interlineations, erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or

irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

xv. Amendment to the Bidding/Tender/RFP document

1. At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.

2. The amendment will be posted on NHB's website www.nhb.org.in

3. All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.

4. NHB at its discretion may extend the deadline for the submission of Bids.

5. NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

xvi. Language of Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

xvii. Masked Commercial Bid

The Bidder should submit a copy of the actual price Bid (as per the format specified by NHB), being submitted to NHB separately, by masking the actual prices. This is mandatory. The Bid may be disqualified if it is not submitted by masking it properly. NHB reserves the right to cancel the Bid/tender process at the time of commercial evaluation, if the format/detail (except price) of 'Masked Commercial Bid' does not match with the format/detail of actual Commercial Bid submitted.

xviii. Right to Alter Location / Quantities

NHB reserves the right to alter the proposed lives specified in the RFP. NHB also reserves the right to add/delete one or more insured numbers from the list specified in this RFP, from time to time.

xix. **Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats). The Tender application shall be submitted by the bidders in sealed envelope as under:**

(a) Separate sealed envelope comprising Part A: Technical Bid:

1. Duly signed and stamped RFP document along with Annexure A, B, C, D
2. Bidder's information in the format as prescribed in **Annexure I;**
3. Compliance Statement Declaration in the format as prescribed in **Annexure II;**
4. List of Deviations, if any, in the format as prescribed in **Annexure III;**
5. Escalation Matrix in the format in **Annexure IV;**
6. Letter of Competence Format in **Annexure V;**
7. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure VI** (The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder)
8. CONFIDENTIALITY –CUM- NON-DISCLOSURE AGREEMENT: **Annexure VII**
9. Draft SLA –on the letter head of the bidder as per the format in **Annexure –X**

(b) Separate sealed envelope comprising Part B: Commercial Bid:

i. Covering Letter for submission of Commercial Vid as per format in **Annexure VIII**

ii. Commercial Bid Format as per **Annexure IX**

(c) Outer sealed envelope

The outer sealed envelope must contain the above two envelopes (Part A: Technical Bid and Part B: Commercial Bid) super scribing "(RFP) for Group Mediclaim Insurance Policy for Officers of NHB".

(d) Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

(e) Implementation schedule

i. The Bidder shall be responsible for timely completion of the documentation.

ii. We will sign the SLA with the L1 Bidder.

(f) Period of Validity of Bids

Prices and other terms offered by Bidders must be valid for a period of Six Months from the date of submission of commercial Bid for acceptance by NHB.

(g) Format and Signing of Bids

Commercial bid is to be submitted along with duly filled annexures as mentioned in the RFP.

The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

(h) Sealing and Marking of Bids

i. The tender document shall be addressed to NHB at the address given below:

Human Resources Management Department
Head Office,
National Housing Bank
Core 5A, 5th Floor, India Habitat Center Lodhi Road, New Delhi 110003

ii. All envelopes should indicate on the cover the name and address of Bidder along with contact number.

iii. **The Bidder shall seal the envelopes containing Commercial proposals along with duly filled annexures**

a) If the envelope is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.

b) Bids not sealed properly shall not be considered and will stand rejected without recourse.

iv. **The Tender application shall be submitted by the bidders in sealed envelope as under:**

a) Separate sealed envelope comprising part A [Technical Bid –Duly signed and stamped in all pages of all the Annexures I, II, III, IV, V, VI,VII,X]

b) Separate sealed envelope comprising part B [Commercial Bid – Duly filled up, signed and stamped Annexure VIII and IX.

c) Outer sealed envelope containing above two envelopes super scribing "(RFP) "Group Mediclaim Insurance Policy for officers of NHB"

v. **Deadline for submission of Bids**

a) The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.

b) In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.

c) NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

vi. Late Bids

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

vii. Opening of Bids by NHB

a) On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.

b) Place of Opening of Technical Bids: The Bids shall be opened at the following location at the specified date and time -

Human Resources Management
Department Head Office,

National Housing Bank
Core 5A, 5th Floor, India Habitat
Center Lodhi Road, New Delhi
110003

viii. NHB reserves right to accept or reject any quotation by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

ix. **Clarification of Bids**

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

x. Preliminary Examinations

a) NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.

b) NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

c) The decision of NHB is final towards evaluation of the Bid documents.

xi. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

xii. Instructions to the Bidders

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

xiii. **Price Composition & Variation**

xiv. The Bidder should clearly furnish the cost matrix strictly as per the structure, if any, provided in the **Annexure IX**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.

Note:

i. Vendors have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.

ii. The selection process consists of two phases viz., 1) Technical Evaluation 2) Commercial Evaluation

xv. **Modification and Withdrawal**

a) Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.

b) The Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.

c) NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

xvi. **Revelation of Prices**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

xvii. **Terms and Conditions of the Bidding firms**

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per Annexure-III, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the equipment and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

xviii. **Local conditions**

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

xix. **Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

xx. **Proposal Content**

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.

xxi. Compliance with Laws

(a) The Consultant/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

(b) The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Consultant.

In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Consultant under this contract.

xxii. Bids (Technical & Commercial) And Bid Evaluation Methodology

1. Only bidders who have received this Request for Proposal (RFP) from the official email address of the NHB / Anand Rathi Insurance Brokers are eligible to participate in this tender and bid received from any other bidder shall be rejected and shall not be considered for further evaluation.

2. Bidders are required to submit Pre-Contract Integrity Pact (duly signed and stamped on a Rs. 100 non-judicial stamp paper).

Only bidders submitting the above document (along with technical bid) shall be considered for technical evaluation.

The bids received from the vendors would be evaluated based on their technical competencies. The technical competencies would be evaluated first and only the vendors fulfil the technical criteria would be eligible for commercial evaluation.

Note:

i. Vendors have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected

ii. The selection process consists of two phases viz., 1) Technical Evaluation 2) Commercial Evaluation

iii. Evaluation Criteria proposed to be adopted would be based on Least Cost Method. The technical evaluation would be qualifying in nature.

xxiii. Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

xxiv. Premium Amount

a) The premium amount quoted by the Bidder should include all type of costs.
b) The price should be valid and firm for full contract period of 1 year.
c) The price should be inclusive of all taxes (except GST), duties, levies charges, insurance, as per Commercial Bid.
d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

xxv. Payment Terms

Any payment will be released only after submission post-signing of SLA as per the following payment terms.

Payment terms are as follows: Annual

xxvi. Cancellation:-

i The Company may cancel the policy, on grounds of misrepresentation, non-disclosure of material facts by the insured person by giving 15 days' written notice. The Company may cancel the policy at any time on grounds of established fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

ii. The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Company shall refund proportionate premium for unexpired policy period, if there is no claim(s) made during the policy period.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any Benefit has been availed under the Policy.

xxvii. General Terms and Conditions

a. The Vendor is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

b. All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Vendors are required to have a watch on NHB's website for any such amendment.

c. Bidder must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the tender. Vendors are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the tender. It will be the sole responsibility of the successful Vendor to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.

d. NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.

e. NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Vendor, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.

f. NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Vendor if in the opinion of NHB, the information furnished is incomplete or the Vendor does not qualify for the contract.

g. The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.

h. By submitting proposal/bid, the Vendor agrees to promptly execute contract with NHB for any work awarded to the Vendor. Failure on the part of the awarded Vendor to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Vendor, and a different Vendor may be selected.

i. Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

xxviii. Definitive Agreement

1. The successful Vendor will sign service level agreement (SLA) substantially in the format as provided in **Annexure X** and the Confidentiality cum Non-Disclosure Agreement (NDA) in **Annexure VII** with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Vendor.

xxix. Taxes

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Vendor. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.

xxx. Use of Contract Documents and Information

The Vendor shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

xxxi. Assignment

The vendor shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

xxxii. Copyrights on Property

1) All property rights in the works, developed hereunder, including any documentation, design, artwork, images etc. developed and any addition made in the course of performance of services hereunder by the company or its personnel involved in the project of the NHB shall absolutely belong to **National Housing Bank**.

2) Vendor has to provide all documentation to NHB after completion of work.

3) The bidder will not retain any copyright on this.

xxxiii. Pre-Contract Integrity Pact

1) No binding legal relationship will exist between any of the Vendors and NHB until execution of a contractual agreement, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Vendor, the Integrity Pact will form part of the definitive agreement to be signed by the successful Vendor. For the other Vendors, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Vendor in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted. (The Pre-Contract Integrity Pact should be submitted neatly typed in on Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of NHB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Vendor)

2) A "Pre-Contract Integrity Pact" would be signed between NHB and the Vendor. This is a binding agreement between NHB and Vendors. Under this Pact, the Vendors agree with NHB to carry out the assignment in a specified manner.

3) The following set of sanctions shall be enforced for any violation by a Vendor of its commitments or undertakings under the Integrity Pact: (i) Denial or loss of contracts (ii) Liability for damages to the principal and the competing Vendors; and (iii) Debarment of the violator by NHB for an appropriate period of time. The Vendors are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior compliance program for the implementation of the code of conduct throughout the company).

xxxiv. Independent External Monitors (IEM):

The details of IEMs appointed for the purpose of this RFP is as under:

(1) Sh. Rajendra Mohan Srivastava; E-mail ID: aaremes@yahoo.com

(2) Sh. Jojneswar Sharma ; E-mail ID: sharmajoj@gmail.com

12. Annexures

Annexure - I

Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Name of Public Sector General Insurance Company	
2.	Date of Incorporation	
3.	Registration No. and date of registration. **Registration Certificate to be enclosed**	
4.	Address of Registered Office with contact numbers [phone /fax]	
5.	PAN No	
6.	**Contact Details of Bidder authorized to make commitments to NHB**	
7.	Name	
8.	Designation	
9.	FAX No	
10	Mail ID	
11	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website	

(Name & Designation, seal of the company)
Date:

Annexure – II

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, seal of the company)
Date:

Annexure - III

LIST OF DEVIATIONS

We certify that the services offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

NHB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by NHB will not entitle the Bidder to submit a revised Bid.

List of deviations

1) ____
2) ____
3) ____

(If left blank it will be construed that there is no deviation from the specifications given above) (The decision of NHB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company) Date:

Annexure IV

Escalation Matrix

We declare that we will adhere to following resolution matrix during our service contract period with NHB:

Level	Name	Designation	Contact details
First Level			
Second level			
Third Level			

Authorized Signatories

(Name & Designation, seal of the company)
Date:

Annexure V

Letter of Competence Format

[To be submitted along with Technical Bid]
[To be executed on a non- judicial stamp paper]

Letter of Competence for Quoting against NHB's RFP No. /……………..

This is to certify that we ______________________________ [Insert name of Bidder], Address ____________________are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This proposal is being made after fully understanding the objectives of the tender.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatories

(Name & Designation, seal of the company)
Date:

Annexure VI

Pre Contract Integrity Pact

(To be obtained depending on the threshold fixed)

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called "**this Integrity Pact**") between, the National Housing Bank, a bank established under the provisions of the National Housing Bank Act, 1987 having its Head Office at Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 represented through Shri/Ms ______________________________,
(Designation) (hereinafter called "NHB", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s ____________________ represented by Shri__________, Chief Executive Officer (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the **"Parties"** and individually as the **"Party"**)

WHEREAS NHB proposes to procure ____________________ (name of the items/services) as mentioned in the RFP No.____________________
("RFP") and the Bidder is willing to offer/has offered ____________________ (name of the items/services) as desired by NHB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and NHB is a statutory body established under the Act of Parliament;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

(i) enabling NHB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
(ii) enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and NHB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of NHB

1.1 NHB undertakes that no official of NHB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries , any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 NHB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of NHB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to NHB with full and verifiable facts and the same is prima facie found to be correct by NHB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NHB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NHB the proceeding under the contract would not be stalled.

3. Commitments of Bidders

3.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of NHB, as applicable to the subject matter.

3.2 The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to NHB under the contract in terms of the RFP.

3.3 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

(a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NHB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

(b) The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees , brokerage or inducement to any official of NHB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

(c)* The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.

(d)* The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.

(e)* The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NHB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.

(f) The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NHB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

(g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

(h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(i) The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by NHB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

(j) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

(l) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of NHB or alternatively, if any relative of an officer of NHB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

(m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NHB.

(n) The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(o) The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

3.4 The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

(a) The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of NHB, while rendering any advice or service.

(b) The Bidder shall act/perform, at all times, in the interest of NHB and render any advice/service with highest standard of professional integrity.

(c) The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold NHB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.

(d) The Bidder declares/affirms that it has not been hired by NHB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of NHB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by NHB to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

(ii) **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the Bidder. As an example, Bidders assisting NHB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) **Relationship with NHB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of NHB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHB throughout the selection process and the execution of the contract.

(iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Accountability

5.1 The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to NHB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

5.2 The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

6. Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to NHB for any violation of this Integrity Pact as per the applicable law, besides being liable to NHB as may be provided under the service level agreement/contract to be executed.

7. Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to NHB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

8. Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

9. Sanctions for Violations

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NHB to take all or any one of the following actions, whenever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.

(ii) The Earnest Money Deposit (in per-contract stage) and / or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by NHB and NHB shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by NHB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from NHB in connection with any other contract, such outstanding payment could also be utilized and appropriated by NHB to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by NHB, along with interest.

(vi) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NHB resulting from such cancellation /rescission and NHB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future Bidding process of NHB for a minimum period of five year which may be further extended at the discretion of NHB.

(viii) To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NHB with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Bond/PBG in case of a decision by NHB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.

9.2 NHB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption. Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.

9.3 The decision of NHB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

10. Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.

11. Disqualification & Forfeiture of EMD/PBG etc

The Bidder (s) agree(s) that:

(a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, NHB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.

(b) If NHB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, NHB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.

(c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).

(d) It is agreed that the decision of NHB regarding forfeiture of EMD/performance bonds/ PBG shall be final and binding.

12. Independent External Monitors:

12.1 NHB has appointed (1) Sh. Rajendra Mohan Srivastava; E-mail ID: aaremes@yahoo.com and (2) Sh. Jojneswar Sharma; E-mail ID: sharmajoj@gmail.com as independent external monitors (hereinafter referred to as "the Monitors") for this Integrity Pact in consultation with the Central Vigilance Commission.

12.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the Parties comply with the obligations under this Integrity Pact.

12.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

12.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meeting.

12.5 As soon as the Monitor notices or has reason to believe a violation of this Integrity Pact, he will so inform the Authority designated by NHB

12.6 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of NHB including that provided by the Bidder. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents (s) of the Bidder/sub-contractor with confidentiality.

12.7 NHB will provide to the Monitor sufficient information about all meetings among the Parties related to the project provided such meeting could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meeting.

12.8 The Monitor will submit a written report to the designated Authority of NHB within 8 to 10 weeks from the date of reference or intimation to him by NHB/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

13. Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, NHB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction:

This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at New Delhi.

15. Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

16. Validity:

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both NHB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.

16.2 Should one or several provisions of this Integrity Pact turn out or be invalid remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions.

The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

For National Housing Bank
(Authorized Signatory)
Place:
Date:

Witness
1.______________________________

____
(Name & Address)
2.______________________________

____
(Name & Address)

For Bidder
(Authorized Signatory) Place:
Date:

Witness
1.
____

____
(Name & Address)
2.
____

____
(Name & Address)

Annexure VII

CONFIDENTIALITY –CUM- NON DISCLOSURE AGREEMENT

(To be executed on a non- judicial stamp paper)

This Confidentiality –cum-Non Disclosure Agreement is entered into at New Delhi on this ……..day ....of ____________, 201__, by and between; ________, a .... …………………….. incorporated ____, having its Registered Office at ………………………… (hereinafter referred to as "the Insurer"), which expression shall include wherever the context so permits, its successors and permitted assigns;

and

The National Housing Bank, a bank constituted under the National Housing Bank Act,1987 (Central act No. 53 of 1987) having its Head Office at Core-5A,5th Floor, India Habitat Centre, Lodhi Road, New Delhi-110003; (herein after referred to as "NHB"), which expression shall include wherever the context so permits, its successors and permitted assigns:

WHEREAS the Consultant & NHB would be having discussions and negotiations concerning ____ ("Purpose") between them as per the Service Level Agreement dated …………… (hereinafter referred to as "SLA"). In the course of such discussions & negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential & proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as "the **Disclosing Party"** & will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as "the **Recipient/Receiving Party"**, and will include its affiliates & subsidiaries and its personnel.

Now this Agreement witnesses:-

1. **Proprietary Information:** As used in this Agreement, the term Proprietary information shall mean as all trade secrets or confidential or Proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary information is disclosed by the Disclosing Party to the Recipient/Receiving Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient/Receiving Party by the Disclosing party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party , within 10(ten) days after such disclosure, delivers to the Recipient/Receiving Party a written document or documents describing such Proprietary Information and referencing the place and date of such oral ,visual or written disclosure and the name of the employees or officers of the Recipient/ Receiving party to whom such disclosure was made.

2. **Confidentiality:**

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far this may be required for the proper exercise of the Parties respective rights and obligations under this Agreement.

b) The term confidential information shall mean and include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential Information shall also mean, software programs, technical data, methodologies, know how, processes, designs, customer names, prospective customer's names, customer information and business information of the Disclosing Party.

c) Confidential information does not include information which:

(i) is publicly available at the time of its disclosure; or
(ii) becomes publicly available following disclosure; or
(iii) is already known to or was in the possession of Recipient/Receiving party prior to disclosure under this Agreement; or
(iv) is disclosed to the Recipient/Receiving party from a third party, which party is not bound by any obligation of confidentiality; or
(v) is or has been independently developed by the Recipient/Receiving party without using the confidential information;
(vi) is disclosed with the prior consent of the Disclosing Party.

3. **Non –Disclosure of Proprietary Information:** For the period during the agreement or its renewal, the Recipient/Receiving Party will:

a) Use such Proprietary Information only for the purpose for which it was disclosed and without written authorization the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

b) Protect Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its own confidential information of similar importance and

c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient/ Receiving Party specified in clause 3 above shall not apply and the Recipient/ Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary information :

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient/ Receiving Party;

b) is in the Recipient's/ Receiving Party's possession at the time of disclosure otherwise than as a result of the Recipient's/ Receiving Party's breach of an obligation of confidentiality owed to the Disclosing Party;

c) becomes known to the Recipient/ Receiving Party through disclosure by any other source, other than the Disclosing party, having the legal right to disclose such Proprietary Information.

d) is independently developed by the Recipient/ Receiving Party without reference to or reliance upon the Proprietary Information; or

e) is required to be disclosed by the Recipient/ Receiving Party to comply with applicable laws or governmental regulation, provided that the Recipient/ Receiving Party provides prior written notice of such disclosure to the Disclosing Party and take reasonable and lawful actions for such disclosure.

5. **Return of Documents:** The Recipient/ Receiving Party shall, upon request of the Disclosing Party , in writing ,return to the Disclosing party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient/ Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event, it is not inclined to proceed further with the engagement, business discussions and negotiations or in the event of termination of this Agreement, the Recipient/ Receiving Party will promptly return to the other part or with the consent of the other party, destroy the Proprietary Information of the other party. Provided however the Receiving Party shall retain copies to be in compliance with its statutory, regulatory, internal policy or professional obligations.

6. **Communications :**Written communications requesting transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

7. Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of __________ years from the termination of the SLA.

8. The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.

9. Notwithstanding anything stated in this Agreement, any report/finding/document delivered/submitted by the Consultant to NHB as a part of the outcome or deliverables under the SLA and which, in the opinion of NHB, requires any further study/analysis by any third party agency/institution depending on the requirement of the case, the same can be shared by NHB with such third party agency/institution for conducting such study/analysis and no prior consent of the Consultant is required for the same. Such report/finding/document delivered/ submitted by the Consultant to NHB shall become exclusive property of NHB and as such NHB shall not be bound by any restriction from disclosure of such report/ finding/ document or content thereof, being the Receiving Party.

10. This Agreement shall be governed and construed in accordance with the laws of India and shall be subjected to the Jurisdiction of courts at Delhi. It is agreed that any dispute or differences arising out of or touching this Agreement if not resolved amicably shall

be referred to the arbitration as per clause _______ of the SLA executed between the parties hereto.

11. **Miscellaneous**

a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement/amendment in writing signed by both the parties.

b) This Agreement will be binding upon & enure to the benefit of the parties hereto and it includes their respective successors & assigns

c) The Agreement shall be construed & and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

FOR ____ FOR NATIONAL HOUSING BANK

Authorized Signatory	Authorized Signatory
Name:	Name:
Designation:	Designation:
Place:	Place:
Date:	Date:

WITNESSES:

1.
2.

Annexure –VIII

Commercial Bid Covering Letter

The,

General Manager, National
Housing Bank,

Human Resources and Management Department Head Office

Core 5-A, 5th Floor, India Habitat Centre, Lodhi Road,
New Delhi – 110003

Dear Sir,

Commercial Bid: Group Medical Insurance for officers of National Housing Bank

We, the undersigned, offer to provide Group Mediclaim Insurance as detailed in Scope of Work of this RFP in accordance with your Request for Proposal [__________________________________Insert RFP Number] dated [______]. The Total Premium mentioned in the given commercial bid format is inclusive of GST.

Yours faithfully,

…………

Signature

Name Address

(Authorized Signatory)

Date:

Annexure –IX

Commercial Bid Format

Details for Commercial Bid for Group Mediclaim Insurance Policy for officers of NHB

Sum Insured Header (1)	**No. of In-service Employees (2)**	**Premium per Family (₹) (3)**	**Total Premium (₹) (4) = (Col. 2 × Col. 3)**
Premium excluding GST to be mentioned for Scale I & II Staff for Sum Insured ₹8 Lakh			
Premium excluding GST to be mentioned for Scale III & IV Staff for Sum Insured ₹10Lakh			
Premium excluding GST to be mentioned for AGM & DGM Level Staff for Sum Insured ₹12 Lakh			
Premium excluding GST to be mentioned for GM & Above Staff for Sum Insured ₹15 Lakh Lakh)			
Total			

Premium Summary

(A) Net Premium (Excluding GST)	
(B) GST	
Gross Total Premium (A + B)	

Important Notes

• Employee will include self and dependents, which will be treated as one Family and Insurance Company will not charge any separate premium for any dependent additions in the policy throughout the year.

• The employee data shared is indicative only and may vary due to new joinees, retirements, or resignations. Final count along with dependent details will be shared with the L1 Bidder only at the time of policy finalization.

• Premium quoted should be valid for one year and must be inclusive of stipulated IRDAI brokerage and TPA charges.

NOTE - Financial bid format is not to be submitted along with the technical bid documents. Signature of Authorized Person with Company Seal

Annexure X

Draft Service Level Agreement

(To be executed on a non- judicial stamp paper)

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to "this **Agreement**") is made on this ______________________day of the month of ________, 201_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at Core 5A, 3rd -5th floors, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called "**NHB**",) which expression shall include wherever the context so permits, its successors and assigns ; AND

____, a company registered under the Companies Act, 1956, having its registered office at ____________________________ (hereinafter called the **"Insurer")**, which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter NHB and the Consultant are collectively referred to as "the Parties" and individually as "the Party")

WHEREAS

(A) NHB intends to hire the Consultant for ______________________________, as detailed in the Request for Proposal no. _________________________________ on _____________ (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the "**RFP** (attached hereto as **Appendix-** I).

(B) The Consultant has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Commercial Bids of the Bidders and according to the letter of award no. ______________________________ dated ________ ("LoA") (attached hereto as **Appendix-** II) has been issued by NHB to the Consultant.

(C) The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.

(D) In terms of the RFP, NHB and the Consultant have agreed to enter into this Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) ” Contract” or “this Contract” means and shall construe this Agreement;

(c) “Deliverables” means and includes the major deliverables as specified in Clause ____________of the RFP.

(d) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;

(e) “Personnel” means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.

(f) “Project” means collectively the Services and the Deliverables to be provided as detailed in the RFP.

(g) “Services” or “Scope of Work” means and includes the scope of work to be performed by the Consultant as described/set out in Clause _________________of the RFP.

(h) “Third Party” means any person or entity other than NHB and the Consultant.

1.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;

b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.

c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.

d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant

1.3 Purpose

1.3.1 It is hereby agreed that the Consultant shall provide the Services to NHB as set out in the RFP till the completion of the Project. The objective of the Project is to make ____.

1.3.2 Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed timelines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract.

1.3.3 Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of ______________________________ (**"Term")** starting from

___________________by the Consultant unless the period is extended in accordance with this Agreement.

1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. ____________________________ (Rupees

____) (**"Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the Consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address: given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For NHB:

Attention:_____________________________ Fax:__

For the Consultant:

Attention:________________________ Fax: _______

1.7.2 Notice will be deemed to be effective as follows

(a) In the case of personal delivery or registered mail, on delivery.

(b) In case of telegrams, ninety-six (96) hours following confirmed transmission; and

(c) In the case of facsimiles, seventy-two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.8 Location

The Services shall be performed at ~~Guwahati~~ Delhi or at such location required/ approved by NHB.

1.9 Authority of Consultant

The Consultant hereby authorize ____________________________to act on their behalf in exercising the entire Consultant's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

1.10 Taxes and Duties

The Consultant and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Consultant

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the letter of award (LoA) by the Consultant i.e. w.e.f. …………

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

NHB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if NHB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By NHB

NHB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.l, terminate this Contract:

(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof.

(d) If the Consultant submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Consultant knows to be false;

(e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;

(g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) Such rights and obligations as may have accrued on the date of termination or expiration,

(b) The obligation of confidentiality set forth in Clause-3.7 hereof,

(c) Any right which a Party may have under the Applicable Law.

2.8.3 **Cessation of Services**

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment in case of termination of contract

Subject to the terms of the RFP, in case the Contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NHB, and shall at all times support and safeguard NHB's legitimate interests in any dealings with third parties.

3.2 Law Governing contract

The Consultant shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Consultant comply with the Applicable Law.

3.3 Conflict of Interest

The Consultant shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.4 Consultant Not to Benefit from Commissions/Discounts etc.

The payment of the Consultant by NHB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

3.5 Consultant and Affiliates not to be otherwise interested in /benefited from the Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

3.6 Prohibition of Conflicting Activities

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

3.7 Confidentiality

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

A separate non-disclosure cum confidentiality agreement ("NDA") will be signed between the Consultant and NHB, if required.

3.8 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

3.9 Liability of the Consultant

The Consultant shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Consultant in such performance, subject to the following limitations:

(a) The Consultant shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Consultant and its Personnel; and

(b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.10 Indemnification of NHB by the Consultant

The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labor laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

3.11 Limitation of Liability

(i) The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to ________________times of the total contract value.

(ii) The Consultant's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.

(iii) Under no circumstances, NHB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

3.12 Consultant's Actions Requiring Owner's Prior Approval

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

3.13 Reporting Obligations

The Consultant shall submit to NHB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by NHB.

3.14 Documents prepared by the Consultant to be the Property of NHB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of NHB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.

3.15 Consultant's Personnel

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Consultant under this Agreement. The Consultant agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Consultant for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

3.16 Non-Compete

The Consultant will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

3.17 Change in Ownership or Constitution:

The Consultant will inform NHB immediately about any change in its ownership or its constitution. The Consultant will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Consultant and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

4.0 OBLIGATIONS OF NHB

4.1 Support:

NHB will provide the support as required necessary by it including giving access to the relevant and limited data maintained in its system to the Consultant for carrying out the assignment under the Contract.

4.2 **Consideration & Payment Terms**

In consideration of the Services performed by the Consultant under this Agreement, NHB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

The Consultant shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

4.3 Non-Solicitation:

NHB agrees not to make an offer for employment to any personnel provided/deployed by the Consultant under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in all fairness and good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.0 UNDERTAKINGS:

The Consultant hereby further undertakes:

(i) That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of NHB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the Consultant and it complies/will comply with all such requirements.

(ii) That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.

(iii) That being the Consultant of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.

(iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.

(v) That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.

(vi) That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of NHB.

(vii) That the Consultant shall act at all times in the interest of NHB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

7.0 SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Consultant shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF NATIONAL HOUSING BANK

By ____

Authorized Representative

FOR AND ON BEHALF OF [Bidder]

By ____

Authorized Representative

WITNESSES:

1.
(Name and address)

2.
(Name and address)

Annexure – A – List of Day Care Treatment

HOSPITALISATION means admission as an Inpatient in a Hospital for a minimum period of 24 consecutive hours except for the following specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

1	Adenoidectomy	22	Ascitic/Pleural tapping
2	Appendectomy	23	Hydrocele Surgeries
3	Ascitic/Pleural tapping	24	Hysterectomy
4	Auroplasty not Cosmetic in nature	25	Inguinal/ventral/mbilical/femoral hernia surgeries
5	Coronary/Renal Angiography	26	Therapy (Speech & any other therapy)
6	Coronary angioplasty	27	Polypectomy
7	Dental Surgery	28	Septoplasty
8	D&C	29	Piles/Fistula Surgeries
9	Excision of cyst/granuloma/lump/tumor	30	Prostate surgeries
10	Septoplasty	31	Sinusitis surgeries
11	Piles/Fistula Surgeries	32	Tonsillectomy
12	Radiotherapy	33	Liver aspiration
13	Chemotherapy	34	Sclerotherapy
14	Lithotripsy	35	Varicose Vein Ligation
15	Incision and drainage of abscess	36	All scopies along with biospies
16	Varicocelectomy	37	Lumbar puncture
17	Wound Suturing	38	Approved targeted therapies for treatment of Cancer in day care and on standalone basis (Immunotherapy -- Monoclonal Antibody Cancer treatment on standalone basis).
18	FESS	39	Treatment for Age related Macular, Degeneration (ARMD) and Intra ,Vitreal injections for eye, disorders other than ARMD also.
19	Operations/Micro Surgical operations on the nose, mouth, middle ear/internal ear, tongue, face, tonsils & adenoids, salivary ducts, breast, skin & subcutaneous tissues, digestive tract, female/male sexual organs.	40	**Albumin Infusion**
20	**Haemo dialysis**	**41**	**Peritoneal**

21.	**Fissurectomy / Fistulectomy**	42.	Expenses on Oral Chemotherapy shall include the cost of oral chemotherapy drugs, professional consultation fees, and all medically necessary investigations as advised by the consulting physician

Day care procedures (Part of Annexure A)	
ENT: Operation of the ear	
1	Stapedotomy or Stapedectomy
2	Myringoplasty (Type -I Tympanoplasty)
3	Tympanoplasty (closure of an eardrum perforation)
4	Reconstruction and other Procedures of the auditory ossicles
5	Myringotomy
6	Removal of a tympanic drain
7	Mastoidectomy
8	Reconstruction of the middle ear
9	Fenestration of the inner ear
10	Incision (opening) and destruction (elimination) of the inner ear
ENT: Procedures on the nose & the nasal sinuses	
11	Excision and destruction of diseased tissue of the nose
12	Procedures on the turbinates (nasal concha)
13	Nasal sinus aspiration
ENT: Procedures on the tonsils & adenoids	
14	Transoral incision and drainage of a pharyngeal abscess
15	Tonsillectomy and / or adenoidectomy

16	Excision and destruction of a lingual tonsil
17	Quinsy drainage
OPTHALMOLOGY: Procedures on the eyes	
18	Incision of tear glands
19	Excision and destruction of diseased tissue of the eyelid
20	Procedures on the canthus and epicanthus
21	Corrective surgery for entropion and ectropion
22	Corrective surgery for blepharoptosis
23	Removal of a foreign body from the conjunctiva
24	Removal of a foreign body from the cornea
25	Incision of the cornea
26	Procedures for pterygium
27	Removal of a foreign body from the lens of the eye
28	Removal of a foreign body from the posterior chamber of the eye
29	Removal of a foreign body from the orbit and eyeball
30	Operation of cataract
31	Chalazion removal
32	Glaucoma Surgery
33	Surgery of Retinal Detachment
Procedures on the skin & subcutaneous tissues	
34	Incision of a pilonidal sinus
35	Other incisions of the skin and subcutaneous tissues
36	Surgical wound toilet (wound debridement)
37	Local excision or destruction of diseased tissue of the skin and subcutanous tissues

38	Simple restoration of surface continuity of the skin and subcutanous tissues
39	Free skin transplantation, donor site
40	Free skin transplantation, recipient site
41	Revision of skin plasty
42	Restoration and reconstruction of the skin and subcutaneous tissues
43	Chemosurgery to the skin
44	Excision of Granuloma 17
45	Incision and drainage of abscess
Procedures on the tongue	
46	Incision, excision and destruction of diseased tissue of the tongue
47	Partial glossectomy
48	Glossectomy
49	Reconstruction of the tongue
Procedures on the salivary glands & salivary ducts	
50	Incision and lancing of a salivary gland and a salivary duct
51	Excision of diseased tissue of a salivary gland and a salivary duct
52	Resection of a salivary gland
53	Reconstruction of a salivary gland and a salivary duct
Procedures on the mouth & face	
54	External incision and drainage in the region of the mouth, jaw and face
55	Incision of the hard and soft palate
56	Excision and destruction of diseased hard and soft palate
57	Incision, excision and destruction in the mouth
58	Plastic surgery to the floor of the mouth

59	Palatoplasty
Trauma surgery and orthopaedics	
60	Incision on bone, septic and aseptic
61	Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
62	Suture and other Procedures on tendons and tendon sheath
63	Reduction of dislocation under GA
64	Arthroscopic knee aspiration
65	Aspiration of hematoma
66	Excision of dupuytren's contracture
67	Carpal tunnel decompression
68	Surgery for ligament tear
69	Surgery for meniscus tear
70	Surgery for hemoarthrosis /pyoarthrosis
71	Removal of fracture pins/nails
72	Removal of metal wire
73	Joint Aspiration - Daignostic / therapeutic
Procedures on the breast	
74	Incision of the breast
75	Procedures on the nipple
76	Excision of breast lump /Fibro adenoma
Procedures on the digestive tract	
77	Incision and excision of tissue in the perianal region
78	Surgical treatment of anal fistulas
79	Surgical treatment of haemorrhoids

80	Division of the anal sphincter (sphincterotomy)
81	Ultrasound guided aspirations
82	Sclerotherapy
83	Therapeutic Ascitic Tapping
84	Endoscopic ligation /banding
85	Dilatation of digestive tract strictures
86	Endoscopic ultrasonography and biopsy
87	Replacement of Gastrostomy tube
88	Endoscopic decompression of colon
89	Therapeutic ERCP 18
90	Nissen fundoplication for Hiatus Hernia /Gastro esophageal reflux Disease
91	Endoscopic Gastrostomy
92	Laparoscopic procedures e.g. colecystectomy, appendicectomy etc.
93	Endoscopic Drainage of Pseudopancreatic cyst
94	Hernia Repair (Herniotomy / herniography / hernioplasty)
Procedures on the female sexual organs	
95	Incision of the ovary
96	Insufflation of the Fallopian tubes
97	Dilatation of the cervical canal
98	Conisation of the uterine cervix
99	Incision of the uterus (hysterotomy)
100	Therapeutic curettage
101	Culdotomy
102	Local excision and destruction of diseased tissue of vagina and Pouch of Douglas

103	Procedures on Bartholin's glands (cyst)
104	Endoscopic polypectomy
105	Myomectomy , hysterscopic or laparascopic biopsy or removal
Procedures on the prostate & seminal vesicles	
106	Incision of the prostate
107	Transurethral excision and destruction of prostate tissue
108	Open surgical excision and destruction of prostate tissue
109	Radical prostatovesiculectomy
110	Incision and excision of periprostatic tissue
Procedures on the scrotum & tunica vaginalis testis	
111	Incision of the scrotum and tunica vaginalis testis
112	Operation on a testicular hydrocele
113	Excision and destruction of diseased scrotal tissue
114	Plastic reconstruction of the scrotum and tunica vaginalis testis
Procedures on the testes	
115	Incision of the testes
116	Excision and destruction of diseased tissue of the testes
117	Orchidectomy- Unilateral / Bilateral
118	Orchidopexy
119	Abdominal exploration in cryptorchidism
120	Surgical repositioning of an abdominal testis
121	Reconstruction of the testis
122	Implantation, exchange and removal of a testicular prosthesis
Procedures on the spermatic cord, epididymis and DuctusDeferans	

123	Surgical treatment of a varicocele and hydrocele of spermatic cord
124	Excision in the area of the epididymis
125	Epididymectomy
126	Reconstruction of the spermatic cord
127	Reconstruction of the ductus deferens and epididymis
Procedures on the penis	
128	Procedures on the foreskin
129	Local excision and destruction of diseased tissue of the penis
130	Amputation of the penis
131	Plastic reconstruction of the penis
Procedures on the urinary system	
132	Cystoscopical removal of stones
133	Lithotripsy 19
134	Haemodialysis
135	PCNS (Percutaneous nephrostomy)
136	PCNL (PercutanousNephro-Lithotomy)
137	Tran urethral resection of bladder tumor
138	Suprapubiccytostomy
Procedures of Respiratory System	
139	Brochoscopic treatment of bleeding lesion
140	Brochoscopic treatment of fistula /stenting
141	Bronchoalveolar lavage & biopsy
142	Direct Laryngoscopy with biopsy
143	Therapeutic Pleural Tapping

Procedures of Heart and Blood vessels	
144	**Coronary angiography (CAG)**
145	Coronary Angioplasty (PTCA)
146	Insertion of filter in inferior vena cava
147	TIPS procedure for portal hypertension
148	Blood transfusion for recipient
149	Therapeutic Phlebotomy
150	Pericardiocentesis
151	Insertion of gel foam in artery or vein
152	Carotid angioplasty
153	Renal angioplasty
154	Varicose vein stripping or ligation
OTHER Procedures	
155	Radiotherapy for Cancer
156	Cancer Chemotherapy (Advance Cancer Treatment VIZ.Adjuvant / Neo Adjuvant Therapy including Zoledronic Acid injection is covered with or without hospitalization).
157	True cut Biopsy
158	Endoscopic Foreign Body Removal
159	Vaccination / Inoculation - Post Dog bite or Snake bite
160	Endoscopic placement/removal of stents
161	Tumorembolisation
162	Aspiration of an internal abscess under ultrasound guidance
163	Speech Therapy

" This list is not exhaustive. Any other disease that can be treated through a day-care procedure shall also be covered under the policy, and the TPA/Insurance Company shall not deny such claims."

ANNEXURE – B

LIST OF EXPENSES EXCLUDED ("NON-MEDICAL") – **However, if any of the below items are prescribed by the doctor in their prescription, they shall be payable to the Insured.**

List of which coverage is not available in the policy	
Sr.No.	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS/ BRACES
5	BUDS
6	COLD PACK/HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT's DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED

22	Television Charges
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	**BIRTH CERTIFICATE**
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETRE
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/ SHORT/ HINGED)
46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SACRAL BELT

48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
53	SUGAR FREE Tablets
54	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55	ECG ELECTRODES
56	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, **ORTHOKIT, RECOVERY KIT, ETC**
57	KIDNEY TRAY
58	MASK
59	OUNCE GLASS
60	OXYGEN MASK
61	PELVIC TRACTION BELT
62	PAN CAN
63	TROLLY COVER
64	UROMETER, URINE JUG
65	AMBULANCE
66	VASOFIX SAFETY
List II – Items that are to be subsumed into Room Charges	
Sr.No.	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB

7	EAU-DE-COLOGNE / ROOM FRESHNERS
8	FOOT COVER
9	GOWN
10	SLIPPERS
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	**HVAC**
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS / VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES

35	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND / NAME TAG
37	PULSEOXYMETER CHARGES
List III – Items that are to be subsumed into Procedure Charges	
Sl	Item
1	HAIR REMOVAL CREAM
2	DISPOSABLES RAZORS CHARGES (for site preparations)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONICSCALPEL,SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	**X-RAY FILM**
17	BOYLES APPARATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

List IV – Items that are to be subsumed into costs of treatment	
Sr. No.	Item
1	ADMISSION/REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAP/ CAPD EQUIPMENTS
7	INFUSION PUMP– COST
8	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWABES
16	SCRUB SOLUTION/STERILLIUM
17	URINE BAG

Annexure – C

List of Critical Illnesses (List mentioned below is as per IRDAI & any changes made by IRDAI in the current list during the policy period shall automatically be applicable to the list mentioned below)

1. CANCER OF SPECIFIED SEVERITY

i. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

ii. **The following are excluded –**

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.

ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

vi. Chronic lymphocytic leukaemia less than RAI stage 3

vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

ix. All tumors in the presence of HIV infection.

2. MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

ii. New characteristic electrocardiogram changes

iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

i. Other acute Coronary Syndromes

ii. Any type of angina pectoris

iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. OPEN CHEST CABG

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

II. The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

5. COMA OF SPECIFIED SEVERITY

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

i. no response to external stimuli continuously for at least 96 hours;

ii. life support measures are necessary to sustain life; and

iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

7. STROKE RESULTING IN PERMANENT SYMPTOMS

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

II. The following are excluded:

i. Transient ischemic attacks (TIA)

ii. Traumatic injury of the brain

iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. **MAJOR ORGAN /BONE MARROW TRANSPLANT**

I. The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

ii. Human bone marrow using hematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

i. Other stem-cell transplants

ii. Where only islets of langerhans are transplanted

9. **PERMANENT PARALYSIS OF LIMBS**

I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

10. **MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS**

I. Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons.

There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

11. **MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and

ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Other causes of neurological damage such as SLE and HIV are excluded.

12. **BENIGN BRAIN TUMOR**

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or

ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

III. The following conditions are excluded:

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. BLINDNESS

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:

i. corrected visual acuity being 3/60 or less in both eyes or ;

ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

14. END STAGE LUNG FAILURE

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and

ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and

iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO_2 < 55mmHg); and

iv. Dyspnea at rest.

15. END STAGE LIVER FAILURE

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:

Permanent jaundice; and

Ascites; and

Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

16. LOSS OF SPEECH

I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

II. All psychiatric related causes are excluded.

17. LOSS OF LIMBS

I. The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

18. MAJOR HEAD TRAUMA

I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

III. The Activities of Daily Living are:

i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;

ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;

iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;

iv. Mobility: the ability to move indoors from room to room on level surfaces;

v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

vi. Feeding: the ability to feed oneself once food has been prepared and made available.

IV. The following are excluded:

i. Spinal cord injury;

19. PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:

i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

20. THIRD DEGREE BURNS

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

Annexure – D

List of DOMICILIARY HOSPITALIZATION/DOMICILARY TREATMENT

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

1) Accidents of Serious Nature
2) Addison's Disease
3) All Animal/reptile/insect bite or sting
4) All Seizure disorders
5) Any organ related (chronic) condition
6) Aplastic Anemia
7) Arthritis
8) Autoimmune Myositis
9) Autoimmune vasculitis
10) Approved targeted therapies for treatment of Cancer in day care and on standalone basis. (Immunotherapy — Monoclonal Antibody Cancer treatment on standalone basis).
11) Cancer
12) Cardiac Ailment.
13) Celiac Disease
14) Cerebral Palsy
15) Chronic obstructive Pulmonary Disea a Bronchitis, Asthma
16) Chronic Pancreatitis
17) Connective tissue disorder
18) Diabetes and its complications (including Type 1 Diabetes)
19) Diphtheria
20) Epidermolysis bullosa
21) Expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukaemia
22) Glaucoma
23) Grave's Disease
24) Growth disorders
25) Haemorrhages caused by accidents
26) Hashimoyo's Thyroiditis
27) Hemophilia
28) Hepatitis -B,Hepatitis-C
29) Hypertension
30) Hypothyroidism, hyperthyroidism
31) Inflammatory Bowel Disease
32) Kidney Ailment
33) Leprosy
34) Leukemia
35) Malaria
36) Multiple Sclerosis/Motor Neuron Disease
37) Muscular dystrophies
38) Myasthenia gravis
39) Non — Alcoholic Cirrhosis of Liver
40) Osteoporosis

41) Paralysis
42) Parkinsons's Diseases
43) Pernicious Anemia
44) Physiotherapy
45) Pleurisy
46) Polio
47) Speech therapy
48) Psoriasis/Psoriatic Arthritis
49) Psychiatric disorders including Schizophrenia and Psychotherapy
50) Purpura
51) Rheumatoid Arthritis (RA)
52) Sickle cell disease ,systemic lupus erythematous (SLE)
53) Sjogren's Syndrome
54) Sleep apnea syndrome (not related to obesity)
55) Status asthamaticus , sequalea of neningitis
56) Swine flu
57) System Lupus Erythematous
58) Thalassemia
59) Third Degree burns
60) Thrombo embolism venous thrombosis/venous thrombo embolism (VTE)
61) Treatment for Age related Macular Degeneration (ARMD) and Intra Vitreal injections for eye disorders other than ARMD also.
62) Tuberculosis
63) Tumor
64) Typhoid
65) Ulcerative Colitis
66) Varicose veins
67) Venous Thrombosis (not caused by smoking)
68) Wilson's disease
69) All strokes leading to paralysis.
70) Chikungunya
71) Dengue Fever
72) Vector-borne diseases such as Dengue and Chikungunya
73) Rare diseases listed by the Ministry of Health & Family Welfare under Group B and Group C

The cost of medicines, investigations, consultations etc. In respect of domiciliary treatment shall be reimbursed for the period stated by the specialist and/or the attending doctor and/or the bank's medical officer, in Prescription duly supported by relevant investigation reports wherever necessary. If no period is stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.

END OF RFP