An agreement made this 26th February day of 2020 between United India Insurance Co. Ltd. Divisional Office-3, LIC Building, Ambedkar Circle, Jaipur (hereinafter called “the Service Provider”, which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Government of the State of Rajasthan through the Director, Information and Public Relations (hereinafter called “the Government” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS:
(a) The Government has requested the Service Provider to provide Group Mediclaim Insurance (Group Health Insurance) to Rajasthan State Accredited Journalists and their Family Members as defined in this Contract (herein after called the “Services”)
(b) The Service Provider, having presented to the Government that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;
(c) The Service Provider, being a Government of India undertaking, has deposited the Performance Security Declaration as required.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
(a) Letter of Offer from DIPR vide No. 24/13 dt. 19.2.2020
(b) The finally accepted Offer of the Service Provider dt. 19.2.2020
(c) The Terms and Conditions of Contract
In the event of any inconsistency between the documents, the following order of precedence shall prevail: Letter of Acceptance of the Bid; The finally accepted Financial Bid of the Service Provider; the Terms and Conditions of Contract; Instruction to Bidders/Service Providers; Notice Inviting Bids/Proposals. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Government and the Service Provider shall be as set forth in the Contract, in particular:
(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
(b) the Government shall make payments to the Service Provider in accordance with the provisions of the Contract.
(c) the Services shall commence on 00.00hrs of 01/03/2020 and be completed within a period of 12 months.

3. The procedure of Settlement of Disputes shall be as contained in the General Conditions of Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

Signature of the Service Provider

For United India Insurance Co. Ltd.

Signature for and on behalf of the Government of Rajasthan

Witnesse No. 1
Witnesse No. 2

Director,
Department of Information and Public Relations
Terms and Conditions of the Contract

1. Background

1.1 Department of Information & Public Relations (DIPR) acts as an important channel between the State Government and the people of the State. The DIPR is constantly working towards the dissemination of information to the people in regard to policies, public welfare decisions, schemes of the State Government.

1.2 The State Government has established a Patrakar Kalyan Kosh for welfare of the accredited journalists of the State. Out of this Kosh (Fund) the State Government has decided to provide free of cost Mediclaim Insurance to the accredited journalists and their family members (Self and dependent Spouse, Father, Mother and Two children upto the age of 21 years) for Rs. Three Lakh per annum as an aid & amount of Rs. 11092/- including GST determined as premium per Journalist/family.

2. Terms and conditions of the policy will be as follows:

1. HOSPITALISATION EXPENSES for medical/surgical treatment at any HOSPITAL/ NURSING HOME in INDIA as an inpatient, the Company will have to pay directly to the concerned Hospital/Nursing Home the amount of such charges as would fall under different heads mentioned below, and as are reasonably and necessarily charged thereof by or on behalf of such INSURED PERSON but not exceeding the sum insured for the person in any one period of insurance as mentioned in the scheduled hereto.
   a) Room, Boarding charges as provided by the HOSPITAL/ NURSING HOME subject to a limit of Rupees 3000/- per day;
   b) Intensive Care Unit charges subject to a limit of RS.5000/- per day;
   c) Nursing Expenses;
   d) Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialist Fees;
   e) Anesthesia, Blood, Oxygen, Operation theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, stunt valve, bypass surgery, artificial Limbs, cost of organs and similar expenses;
   f) If a package rate is prescribed by C.G.H.S. for such treatment/ surgery, the total amount charged by the HOSPITAL/ NURSING HOME shall be limited to the package rate.

2 Expenses on hospitalization are admissible only if hospitalization is for a minimum period of twenty-four (24) hours. However, this time limit will not apply to specific treatments i.e. Angiography, Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney Stone removal), D& C, Tonsillectomy, taken in HOSPITAL where INSURED PERSON is discharged on the same day. Such treatment will be considered to be taken under Hospitalization Benefit. This condition will also not apply in case of stay in HOSPITAL of less than twenty-four (24) hours; provided:
   a) the treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available only in HOSPITALS; and
   b) due to technological advances hospitalization is required for less than twenty-four hours. It would be certified by consulting doctor under whom the treatment is given

3 Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from date of discharge from the HOSPITAL where treatment was taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

4. It is further clarified that the company will have to reimburse all expenses which are for hospitalization commencing from a date within the policy period. Even if the hospitalization spreads beyond the expiry date of the policy, the treatment shall continue but the total benefit will not exceed the sum insured of the policy during which the INSURED PERSON was admitted to the HOSPITAL / NURSING HOME.

5. Pre-Hospitalization: Relevant medical expenses incurred during period up to three (03) days prior to hospitalization for DISEASE or INJURY sustained will be considered as part of claim.

6. Post Hospitalization: Relevant medical expenses incurred during period up to fifteen (15) days after Hospitalization for DISEASE or INJURY sustained will be considered as part of claim.

7. In case of death of insured (the accredited journalist) during the Policy period the benefits of the Policy shall be continued to the family members of the deceased till the expiry of the Policy.
8. DOMICILIARY HOSPITALISATION EXPENSES means medical treatment for a period exceeding three days for such DISEASE or INJURY which in the normal course would, require care and treatment at the HOSPITAL but actually taken whilst confined at home in India under any of the following circumstances namely

i). The condition of the INSURED PERSON is such that he/she cannot be moved to the HOSPITAL; or
ii) The INSURED PERSON cannot be moved to the HOSPITAL for the lack of accommodation therein;

DOMICILIARY HOSPITALISATION EXPENSES shall cover expenses incurred for pre and post HOSPITAL treatment for the DISEASE.

9. MATERNITY EXPENSES BENEFIT
The maximum benefit allowable under this clause will be upto Rs 50000/- per family per year, restricted to two living children. This amount is included in the sum assured of Rs Three Lakh per family per annum.

The maternity benefit under this policy categorized into three:
Maximum benefit under normal delivery Rs 10000/-
Maximum benefit under caesarean delivery Rs 20000/-
Maximum limit under delivery related
Complications (including childcare) Rs 50000/-
Special conditions applicable to maternity expenses benefit:
i) These benefits are admissible only if the delivery is done in Hospital / Nursing home as in patient in India.
ii) The waiting period of nine months may be relaxed in case of delivery, miscarriage or abortion induced by accident or other medical emergency.

iii) Benefit in respect of delivery for only first two children and/ or operations associated therewith will be given in respect of any one insured person covered under the policy or any renewal thereof. Those insured persons who are already having two or more living children will not be eligible for this benefit.

iv) Pre-Natal and Post-Natal charges will be covered if admitted in hospital/ nursing home and treatment is taken there.

v) New born child’s treatment (including paediatric fees) will also be treated as maternity expenses.

2.0 CONDITIONS & CLAIMS PROCEDURE:

1). This cashless Policy for Group Mediclaim insurance is being taken for approximately 1700 Rajasthan State accredited journalists and their family members for the sum assured of Rs.3.00 Lakh for each accredited journalist and his/ her family members for a period of 12 months from the date of issue of the Policy. The exact number will vary as and when the journalists provide details of their family. There may be additions or deletions in the number of the accredited journalists during the period of the Policy.

2). Cashless facility: cashless facility shall be provided to the Insured Persons for all indoor treatments/ surgeries taken by them in a Government or private working Hospital/ Nursing Home in India. If a package rate is prescribed by C.G.H.S. for such treatment/ surgery, the total amount charged by the Hospital/ Nursing Home shall be limited to the package rate. In case the Hospital/ Nursing Home where treatment/ surgery is taken is not in the approved list of the Service Provider for providing cashless benefit, the Insured Person shall submit his/ her claim in specified format along with the original vouchers to the Jaipur office of the Service Provider. The Service Provider shall make payment to the Insured Person within 30 days of receipt of the claim, if the claim is in order. If any objection is raised in the claim, that shall be referred to the insured Person within 30 days.

3) Every notice or communication to be given or made under this policy other than claim shall be delivered in writing at the address of the policy issuing office.

4) The premium payable under this policy shall be paid in advance. Receipt for premium shall be valid on the official form of the Company signed by a duly authorized official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of the policy by the INSURED PERSON, in so far as they relate to anything to be done or complied with by the INSURED PERSON, shall be a condition predating to any liability of the Company to make any payment under the policy.

5) Premium shall be on proportionate basis of days remaining in the period of 12 months in condition of addition in the number of accredited journalists during the period of the Policy.

6) All the contact information (sms channel, telephone no. email id etc) shall be displayed on the card.

7) Family member may be added any time during the period of policy (due to marriage and new born baby).

8) If any query related to mediclaim arise then company should communicate to the Officer-in-Charge of the Patrakar Kalyan Kosh in the office of the Director, Department of Information and Public Relations, Secretariat, Jaipur.

9) All supporting documents relating to the claim must be filled by the concerned journalist and summit to the company.
10) In case the Hospital/ Nursing Home where treatment/ surgery is taken is not in the approved list of the Service Provider for providing cashless benefit, the Insured Person shall submit his/ her claim in specified format along with the original vouchers, cash receipts to the Jaipur office of the Service Provider. The Service Provider shall make payment to the Insured Person within 30 days of receipt of the claim. If the claim is otherwise in order. If any objection is raised in the claim, that shall be referred to the Insured Person within 30 days.

11) The Service Provider 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 INSURED PERSON or by any other person acting on his behalf. Rejection of any claim due to this condition will require prior approval of DIPR.

12) Secretary to the Government, Information and Public Relations, Government of Rajasthan shall be the sole arbitrator of the Policy in case the dispute is not resolved by amicable settlement. If any dispute or difference shall arise as to the quantum to be paid under the policy such difference shall independently of all other questions be referred for the decision of the sole arbitrator.

13) All medical/ surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

14) PRE-EXISTING disease of employee and his/ her dependents will be covered under this scheme.

3.0 DEFINITIONS:

1. ACCIDENT or ACCIDENTAL means a sudden, unforeseen and unexpected event happening by chance.

2. DISEASE means a pathological condition of a part, organ, or system resulting from various causes, such as infection, pathological process, or environmental stress, and characterized by an identifiable group of signs or symptoms.

3. INJURY or INJURIES means any physical, external, ACCIDENTAL bodily INJURY occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the Period of Insurance.

4. HOSPITAL/ NURSING HOME means an establishment which:
   a) is registered as such with a local authority and is under the supervision of a registered and qualified Medical Practitioner; and operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
   b) provides organized facilities for diagnosis and medical and surgical treatment at all times; and is not primarily a day clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, rehabilitation centre, Physiotherapy centre. OR
   a) has a fully equipped operation theatre of its own wherever surgical operations are carried out; and
   b) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times; and
   c) has at least 10 in-patient beds at all times.

5. DEPENDENT FAMILY The family of the accredited journalist shall include the the accredited journalist, his/ her dependent spouse, dependent children upto 21 years of age, subject to unmarried status in case of female child, and dependent parents.

6. INSURED PERSON means anyone for whom premium has been paid and who is identified in the Schedule as an INSURED PERSON. INSURED PERSON will include any one or more of the following:
   a) Dependent Spouse of the INSURED PERSON
   b) Dependent Children of the INSURED PERSON
   c) Dependent Parents of the INSURED PERSON

7. MEDICAL PRACTITIONER means a person currently legally licensed and registered by the Medical Council of respective State. The term MEDICAL PRACTITIONER includes qualified physicians, specialists and surgeons.

8. PER OCCURRENCE LIMIT means maximum amount that can be paid to the Hospital/ Nursing Home for ANY ONE ILLNESS covered under the scope of the policy.

9. POLICY HOLDER means the Director, Department of Information and Public Relations, Government of Rajasthan.

10. PRE-EXISTING CONDITION means any DISEASE or INJURY for which medical advice, diagnosis, care or treatment:
   a) was received by;
   b) was recommended to; or
   c) would have been sought by a reasonably prudent person,
   prior to becoming insured. PRE-EXISTING disease of an accredited journalist and his/ her dependents will be covered under this scheme.

11. QUALIFIED NURSE means a person who holds a certificate of a recognized nursing council and who is employed on the recommendations of an attending medical practitioner.

12. SURGICAL OPERATION means manual and/ or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

13. TPA means a Third Party Administrator as mentioned who is licensed by the Insurance Regulatory & Development Authority (IRDA) and is engaged for a fee or remuneration by whatever name called as may be specified in the agreement with the Company for providing Health Services to the INSURED PERSON.
4.0 SCHEDULE OF PAYMENTS

1. Payment will be made on submission of demands for the premium by the Service Provider for issuing Group Insurance Mediclaim Policy for benefits upto Rs.3 Lakh during the period of 12 months. First the demand shall be raised by the Service Provider on the basis of number of accredited journalists who have provided details of their family members in the given format up to the date of signing of the contract.

2. After that monthly demand of premium shall be raised by the Service Provider for insurance of families of those accredited journalists who provide details of their family members during the previous month.

3. The premium shall be paid by DIPR on the basis of actual number of accredited journalists who provide details of their family members.

4. The amount of the premium in the subsequent demands shall be proportionately reduced by the Service Provider for actual number of months out of Policy period of 12 months for which insurance cover will be available to the beneficiaries.

5. GOOD FAITH

The Parties undertake to act in good faith with 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. Extension of Contract for further one year

This contract/ agreement can be extended on the ground of satisfactory services of service provider by the DIPR.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

7.2 Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by sole arbitrator, Secretary, Department of Information and Public Relations, Government of Rajasthan. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.

7.3 Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.

Signature of the Service Provider

For United India Insurance Co. Ltd.

Witness No. 1
Witness No. 2

Signature for and on behalf of the Governor of Rajasthan

Director,

Department of Information and Public Relations

Witness No. 1
Witness No. 2