

**Model Tender Document for Selection of  
Implementation Support Agency  
for providing support services for the implementation of  
Ayushman Bharat - National Health Protection Mission (AB-NHPM)**

In the State / Union Territory of

.....

June 2018

Volume I:  
Instruction to Bidders

## Contents

<b>Abbreviations .....</b>	<b>4</b>
<b>Data Sheet .....</b>	<b>5</b>
<b>Disclaimer .....</b>	<b>7</b>
<b>Definitions and Interpretations .....</b>	<b>9</b>
<b>1. Context.....</b>	<b>13</b>
<b>2. Purpose and Scope of this Tender Document.....</b>	<b>13</b>
<b>3. Eligibility of Bidders.....</b>	<b>14</b>
3.1 <i>Qualification Criteria .....</i>	<i>14</i>
3.2 <i>Consortium Not Allowed .....</i>	<i>15</i>
<b>4. Grounds for Rejecting the Bid.....</b>	<b>15</b>
4.1 <i>Fraud and Corruption.....</i>	<i>15</i>
4.2 <i>Conflict of Interest .....</i>	<i>17</i>
4.3 <i>Misrepresentation by the Bidder .....</i>	<i>18</i>
4.4 <i>Other Grounds Declaring a Bid Ineligible .....</i>	<i>18</i>
4.5 <i>SHA's Right to Evaluate Eligibility.....</i>	<i>18</i>
<b>5. Clarifications and Pre-Bid Meeting .....</b>	<b>19</b>
5.1 <i>Clarifications and Queries .....</i>	<i>19</i>
5.2 <i>Pre-Bid Meeting.....</i>	<i>20</i>
<b>6. Amendments to the Tender Documents .....</b>	<b>21</b>
6.1 <i>Issuance of Addenda .....</i>	<i>21</i>
6.2 <i>Issuance of Revised Tender Documents .....</i>	<i>21</i>
6.3 <i>Extension of the Last Date of Bid Submission.....</i>	<i>22</i>
6.4 <i>Availability of Information .....</i>	<i>22</i>
6.5 <i>Correspondence with Bidders.....</i>	<i>22</i>
<b>7. Preparation of Bids.....</b>	<b>22</b>
7.1 <i>Interpretation of Tender Documents .....</i>	<i>22</i>
7.2 <i>Cost of Bidding.....</i>	<i>23</i>
7.3 <i>Language of the Bid .....</i>	<i>23</i>
7.4 <i>Due Diligence by the Bidder .....</i>	<i>23</i>
7.5 <i>Validity of Bids.....</i>	<i>23</i>
7.6 <i>Fee for Service .....</i>	<i>24</i>
7.7 <i>Formats for Bid Submission.....</i>	<i>24</i>
<b>8. Content of Bids.....</b>	<b>25</b>
8.1 <i>Qualification Bid Submission .....</i>	<i>25</i>
8.2 <i>Financial Bid Submission .....</i>	<i>25</i>
8.3 <i>Signing of the Bid.....</i>	<i>25</i>
8.4 <i>Submission of the Bid.....</i>	<i>26</i>
8.5 <i>Bid Submission Due Date .....</i>	<i>26</i>
8.6 <i>Withdrawal / Modification of Bids .....</i>	<i>26</i>
<b>9. Opening of Bids .....</b>	<b>27</b>

<b>10.</b>	<b>Evaluation of Bids and Selection of Successful Bidder .....</b>	<b>28</b>
10.1	Stage 1: Evaluation of the Qualification Bid.....	28
10.2	Stage 2: Evaluation of Financial Bids .....	28
10.3	Stage 3: Clarifications during Bid Evaluation .....	29
10.4	Stage 4: Selection of the Successful Bidder .....	29
<b>11.</b>	<b>Execution of ISA Contract .....</b>	<b>30</b>
11.1	Notification of Award.....	30
11.2	Execution of the ISA Contract.....	31
<b>12.</b>	<b>Rights of the State Health Agency .....</b>	<b>32</b>
<b>13.</b>	<b>General.....</b>	<b>32</b>
13.1	Confidentiality and Propriety Data .....	32
13.2	Governing Laws and Dispute Resolution.....	33
<b>Format: Qual-1: Bid Application Cover Letter .....</b>		<b>34</b>
<b>Format: Qual-2: Applicant Details.....</b>		<b>38</b>
<b>Format: Qual-3: Power of Attorney for Signing of Bids .....</b>		<b>39</b>
<b>Format: Qual-4: Bidder's Undertaking .....</b>		<b>40</b>
<b>Format: Qual-5: List of Supporting Documents.....</b>		<b>41</b>
<b>Format: Qual-6: Checklist for Qualification Bid.....</b>		<b>42</b>
<b>Format: Fin-1: Financial Bid .....</b>		<b>43</b>

## Abbreviations

AL	Authorization Letter (from the ISA)
BFU	Beneficiary Family Unit
CCGMS	Central Complaints Grievance Management System
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
INR	Indian National Rupees
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
AB-NHPM	Ayushman Bharat - National Health Protection Mission
NHA	National Health Agency
NOA	Notice of Award
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
UCN	Unique Complaint Number
UT	Union Territories

## Data Sheet

<b>Project title</b>	<b>AYUSHMAN BHARAT - NATIONAL HEALTH PROTECTION MISSION (AB-NHPM)</b>
<b>Objectives of the project</b>	The objective of AB-NHPM is to reduce out of pocket hospitalisation expenses, reduce unmet needs and improve access of identified families to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).
<b>Submissions required</b>	<b>Qualification Bid:</b> Formats Qual-1 to Qual-8 as per Clause 7.7.1 of Volume I of the Tender Document. <b>Financial Bid:</b> Form Fin-1 and Form Fin-2 as per Clause 7.7.2 of Volume I of the Tender Document.
<b>Pre-bid conference</b>	Yes
<b>Contact details for all queries</b>	Name: ..... Designation: ..... Address: ..... Tel No.: ..... Fax No. .... Email:
<b>Language of bid</b>	English
<b>Currency of bid</b>	Indian National Rupees (INR)
<b>Eligibility to bid</b>	For the purpose of this Tender Document, eligible Bidders shall mean companies which are: - a. The Bidder should be registered with the IRDAI for carrying out health related activities for at least last three completed financial years. b. Having Average Annual Turnover of Rs. 10.00 crore for category A States and Rs 20.00 Crores for Category B States in previous three (3) financial years; c. Having experience of handling at least 25,000 health claims for category A States and 50,000 health claims for category B States during the last financial year; d. Having experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years for category A States or Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years for category B States. e. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
<b>ISA Contract period</b>	Three years, subject to renewal after two years
<b>Validity of the bids</b>	180 days from last date for submission of the bid documents, excluding the last date of submission.
<b>Address for bid submission</b>	..... ..... .....
<b>Important Dates:</b>	

<b>Date of release of Tender Document</b>	DD / MM / YYYY
<b>Last date of receiving queries</b>	Within 7 days of the release of the Tender Document.
<b>Pre-bid meeting</b>	Within 15 days of the release of the Tender Document.
<b>Issue of Addendum / revised Tender Document (if required)</b>	Within 21 days of the release of the Tender Document (only if required) On the following website: ..... (insert the URL of the website)
<b>Last date of bid submission</b>	Within 30 days of the release of the Tender Document, that is, .....am / pm (insert time within which the bid has to be submitted) on ..... (insert the last date of bid submission in DD/MM/YYYY format) on ..... (web-portal).
<b>Date and time of technical bid evaluation</b>	.....am / pm (insert time at which the technical bid will be evaluated) on ..... (insert the date on which the technical bid will be evaluated in DD/MM/YYYY format).
<b>Date and time of Financial Bid opening</b>	.....am / pm (insert time at which the financial bid will be opened) on ..... (insert the date on which the financial bid will be opened in DD/MM/YYYY format).
<b>Issue of Notice of Award (NOA)</b>	Within 7 days of financial bid opening ..... (insert the date on which the Notice of Award is expected to be issued in DD/MM/YYYY format).
<b>Acceptance of Notice of Award</b>	Within 3 days of the issue of Notice of Award.
<b>Signing of ISA Contract</b>	Within 21 days of issue of Notice of Award.

## Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Department of Health and Family Welfare, Government of ..... *(insert name of the State/UT)*, hereinafter referred to as the State/ UT Government, acting through the State Health Agency (SHA), or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document along with all its Volumes and such other terms and conditions subject to which such information is provided.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for the State Government or the SHA or its representatives, to consider the objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document, and where necessary obtain independent advice from appropriate sources. Neither the State Government nor the SHA nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. The State/ UT Government shall incur no liability under any law including the law of contract, tort, the principles of restitution, or unjust enrichment, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. The statements and explanations contained in this Tender document are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the ISA's Contract or the State/ UT Government's rights to amend, alter, change, supplement or clarify the scope of work, or the ISA Contract to be signed pursuant to this Tender Document the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the State/ UT Government.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by the State Government or the SHA to the Bidders or any other person.

Information provided in the Tender Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statements of law. The State Government or the SHA accepts no responsibility for the accuracy, or otherwise, of any interpretation or opinion on law expressed in this Tender Document.

The State/ UT Government may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The issue of this Tender Document does not imply that the State/ UT Government is bound to appoint an ISA as the Successful Bidder, and the State/ UT Government reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the

Ayushman Bharat - National Health Protection Mission (AB-NHPM) in the State/UT of ... *(insert name of the State/UT)*, without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstration or presentation which may be required by the State/ UT Government or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and the State / UT Government and its employees and advisors shall not be liable, in any manner whatsoever, for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

The entire Tender Document is in two volumes: *Volume I – Instruction to Bidders* and *Volume II – About AB-NHPM*.

**This document is *Volume I of the Tender Document, 'Instruction to Bidders'*.**



## Definitions and Interpretations

**Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the Tender Documents. The bidders would need to consider the main document as well as any addenda issued subsequently for responding to the bid.

**Beneficiary** means a member of the AB-NHPM Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat - National Health Protection Mission. Referred to as AB-NHPM Beneficiary henceforth in the document.

**Beneficiary Family Unit or AB-NHPM Beneficiary Family Unit** refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State/ UT Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State / UTs Referred to as AB-NHPM Beneficiary Family Unit henceforth in the document.

**Benefit Cover** refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- that the covered families would receive under the Ayushman Bharat - National Health Protection Mission.

**Bid** refers to the qualification bid and the financial bids submitted by an eligible Implementation Support Agency pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and all subsequent submissions made by the Bidder as requested by the State Health Agency for the purposes of evaluating the Bid.

**Bid Validity Period** shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.

**Category A States** includes Arunachal Pradesh, Goa, Himachal Pradesh, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, NCT Delhi, Sikkim, Tripura, Uttarakhand and 6 Union Territories (Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman and Diu, Lakshadweep and Puducherry).

**Category B States** includes Andhra Pradesh, Assam, Bihar, Chhattisgarh, Gujarat, Haryana, Jharkhand, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttar Pradesh, West Bengal.

**Bidder** shall mean any eligible ISA which has submitted its bids in response to this Tender Document released by the State/ UT Government.

**Days** mean and shall be interpreted as calendar days unless otherwise specified.

**EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the Ayushman Bharat - National Health Protection Mission.

**IEC** shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, the State/ UT Government that are aimed at promoting information and awareness about the Ayushman Bharat - National Health Protection Mission and its benefits to the potential beneficiaries in particular and to the general population at large.

**ISA** means the successful bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the Tender Document and has signed the ISA Contract with the State/ UT Government.

**Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

**MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.

**AB-NHPM** shall refer to Ayushman Bharat - National Health Protection Mission , a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Agency with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in Section 4 of Volume II of this Tender Document.

**Policy Cover Period** shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by SHA from time to time.

**Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/-covering in patient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP) for the AB-NHPM Beneficiary Family Units validated by the State/ UT Government or the designated State Health Agency (SHA) (Clause 1.1.b)

**Successful Bidder** shall mean the Bidder (ISA) whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted and with whom the State/ UT Government intends to select and sign the ISA Contract for this Scheme.

**Scheme** shall mean the Ayushman Bharat - National Health Protection Mission managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Agency.

**Selected Bidder** shall mean the successful bidder who has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the ISA Contract with the State/ UT Government.

**Service Area** refers to all the districts in the State/UT of ..... *(insert the name of the State/ UT)* covered and included under this Tender Document for the implementation of AB-NHPM.

**State/ UT Government** refers to the duly elected Government in the State/ Union Territory in which the tender is issued.

**State Health Agency (SHA)** refers to the agency/ body set up by the Department of Health and

Family Welfare, Government of ..... *(insert the name of the State/ UT)* for the purpose of coordinating, managing and implementing the Pradhan Mantri Rashtriya Swasthya Suraksha Mission in the State/ UT of ..... *(insert the name of the State/ UT)*.

**Tender Documents** refers to this Tender Document including Volume I - “Instruction to Bidders” and Volume II - “About AB-NHPM” including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

**Tender Document for the  
Selection of Implementation Support Agency  
To support the implementation of  
Ayushman Bharat - National Health Protection Mission**

In the State/Union Territory of .....

**Volume I  
Instruction to Bidders**

## Volume I: Instruction to Bidders

### 1. Context

- 1.1 The name of the Scheme is the “AYUSHMAN BHARAT - NATIONAL HEALTH PROTECTION MISSION” and shall hereafter be referred to as the AB-NHPM or “SCHEME”.
- 1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State / UTs to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below.
- 1.3 The following benefits will be covered for the eligible AB-NHPM beneficiary families under the SCHEME.
  - a. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
  - b. Pre and post hospitalisation cover
  - c. Benefit Cover of Rs. 5,00,000 (Rupees Five Lakh only) per eligible AB-NHPM Beneficiary Family Unit per annum under AB-NHPM.
- 1.4 Eligible family will include all members within identified relationships as included in the SECC Database and updated from time to time (refer to Volume II of this Tender Document).

For further details about the Scheme including risk cover, benefit packages and procedures covered, proposed roles and responsibilities of the ISA and all other relevant details, refer to Volume II of this Tender Document.

### 2. Purpose and Scope of this Tender Document

- 2.1 The purpose of this Tender Document is to select the most competent and competitive Implementation Support Agency to provide the *Benefit Cover* under the Scheme referred to in **1.3** above and in detail in **Volume II** of this Tender Document.

- 2.2 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all eligible AB-NHPM Beneficiary Families included in the Socio-Economic Caste Census (SECC) database currently and updated from time to time by the State/UT Government in the districts stated in the Table below, subject to the compliance of AB-NHPM Guidelines. Therefore, bids are invited from interested and eligible Companies to provide support to cover----- number of eligible AB-NHPM Beneficiary Family Units in the State/ UT *(delete whatever is not applicable)*.

District wise profile of the identified families is given below:

Districts	No. of AB-NHPM Beneficiary Family Units eligible for cover under the Scheme
Total Eligible AB-NHPM Beneficiary Family Units proposed to be covered under the Scheme	
GRAND TOTAL	

- 2.3 In addition to the number of eligible AB-NHPM Beneficiary Family Units as given above, the MoHFW/ State/ UT Government/ Other Ministries may add more beneficiaries to the Scheme as part of additional sponsored category. The cost for add-on beneficiary families will be borne by the States / UTs / Other Ministries respectively. The unit of coverage for Benefit Cover will be a AB-NHPM Beneficiary Family Unit, which will include all family members as further defined in **Volume II** of this Tender Document.
- 2.4 The SHA hereby invites applications from interested and eligible Implementation Support Agencies to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.

### 3. Eligibility of Bidders

#### 3.1 Qualification Criteria

- 3.1.1 Only those companies that are registered with the Companies Act 1956/ Companies act 2013 and associated with general insurance/health insurance industry as Third Party Administrators (TPA) to support insurers in health insurance or related activities for a minimum of three (3) consecutive years with a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.
- 3.1.2 The minimum qualification criteria as per the guidelines laid down by Ministry of Health & Family Welfare, Government of India are as follows:

- i. The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or 2013, in India.
- ii. The Bidder should be registered with the IRDAI as TPA for at least last three completed financial years.
- iii. Having Average Annual Turnover of Rs. 10.00 crore for category A States and Rs 20.00 Crores for Category B States in the previous three (3) financial years;
- iv. Having experience of handling at least 25,000 health claims for category A States and 50,000 health claims for category B States during the last financial year;
- v. Having experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years for category A States or Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years for category B States.
- vi. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

Category A States/ UTs	Arunachal Pradesh, Goa, Himachal Pradesh, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, NCT Delhi, Sikkim, Tripura, Uttarakhand and 6 Union Territories (Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman and Diu, Lakshadweep and Puducherry)
Category B States	Andhra Pradesh, Assam, Bihar, Chhattisgarh, Gujarat, Haryana, Jharkhand, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttar Pradesh and West Bengal

3.1.3 If any Bidder fails to meet the minimum Qualification Criteria, its Bid shall be summarily rejected.

3.2 Consortium Not Allowed

3.2.1 **Consortium applications are not allowed** under this Tender Document.

3.2.2 The Bid submitted by any consortium shall be rejected including individual applications of any company which has applied as a part of the Consortium.

## 4. Grounds for Rejecting the Bid

### 4.1 Fraud and Corruption

4.1.1 Each Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

4.1.2 Without prejudice to the rights of the SHA under **Clause 4.1**, if a Bidder is found by

the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State / UT Government or any of the other ministries, departments, State/ UT owned enterprises or undertakings of the State/ UT Government or the SHA for a period of three years from the date that such an event occurs.

4.1.3 For the purpose of this **Clause 4.1**, the following terms will have the meanings given to them below:

a. **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State/ UT Government or the SHA who is or has been associated in any manner, directly or indirectly, with the Bidding Processor has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State/ UT Government or the SHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
- (ii) engaging in any manner whatsoever, whether during the Bidding Processor before or after the execution of the ISA Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the ISA Contract, who at anytime has been or is a legal, financial or technical advisor of the State/ UT Government or the SHA on any matter concerning the Scheme.

b. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.

c. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.

d. **undesirable practice** means:

- (i) establishing contact with any person connected with or employed or engaged by the SHA or its advisors with the objective of canvassing,



- lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (ii) having a Conflict of Interest (as defined in **Clause 4.2** below).

e. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

#### 4.2 Conflict of Interest

4.2.1 A Bidder shall not have any conflict of interest (a **Conflict of Interest**) that affects the Bidding Process.

4.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.

4.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
  - (i) the person exercising Control is the Government of India, a State/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
  - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
- c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

### 4.3 Misrepresentation by the Bidder

#### 4.3.1 The SHA shall have the right to reject any bid if:

- a. at any time, a material misrepresentation is made by the Bidder; or
- b. the Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.

#### 4.3.2 The SHA has the right to reject any Bid if it is found that during the evaluation or at any time before signing the ISA Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of the SHA, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into the ISA Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the SHA to the Bidder, without the SHA being liable in any manner whatsoever to the Bidder.

### 4.4 Other Grounds Declaring a Bid Ineligible

#### 4.4.1 If the bidder has:

- a. been black-listed or been declared as ineligible to bid for government sponsored health insurance schemes by Government of India or Government of ..... (insert name of the State/UT), and such black-listing or bar subsists as on the last date of bid submission; or
- b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation support of a government sponsored health insurance scheme has been terminated by at least four governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.

#### 4.4.2 A Bid submitted by any such Company shall be rejected by the SHA at any stage that the SHA acquires any such knowledge and undertakes its due diligence.

### 4.5 SHA's Right to Evaluate Eligibility

#### 4.5.1 The SHA reserves the right to require a Bidder to submit documentary evidence, in the form and manner that the SHA deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at anytime:

- a. after the last date of bid submission; or
  - b. prior to or after the issuance of the NOA or execution of the ISA Contract, if such a Bidder is selected as the Successful Bidder.
- 4.5.2 The SHA reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by the SHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the SHA under this Tender Document.
- 4.5.3 If the SHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the SHA shall have the right to:
- a. disqualify the Bidder and reject its Bid; or
  - b. revoke the NOA or terminate the ISA Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- 4.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the ISA Contract executed with it.
- 4.5.5 If the SHA terminates the ISA Contract in accordance with **Clause 4.4** and /or **Clause 4.5**, then the ISA shall be liable to repay the fee received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the ISA Contract, including liability to pay penal charges, if any, levied by the SHA.

## 5. Clarifications and Pre-Bid Meeting

### 5.1 Clarifications and Queries

- 5.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the SHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet.
- 5.1.2 The SHA shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Tender Notice and the Data Sheet.
- 5.1.3 The responses to such queries shall be published on the Scheme website / e-tender portal (as appropriate) of the State Government or the SHA / the Scheme within the time frame indicated in the Data Sheet.
- 5.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s)/ e-tender portal (as appropriate) for the response to the queries or requests for clarifications. The SHA's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on

the relevant website/ e-tender portal (as appropriate) specified in the Data Sheet.

- 5.1.5 The SHA reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the SHA to respond to any query or to provide any clarification.
- 5.1.6 The SHA may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by SHA shall be issued on or before the date specified in the Data Sheet on the relevant website.
- 5.1.7 Verbal clarifications and information given by the SHA, or any other person for or on its behalf shall not in any way or manner be binding on the SHA.
- 5.1.8 Should the SHA deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 6.1**.

## 5.2 Pre-Bid Meeting

- 5.2.1 The SHA shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the **Pre-Bid Meeting**) to provide an understanding of the Bidding Process, the Scheme, the terms of the ISA Contract and the services to be provided by the ISA and to understand any queries, issues or suggestions that the Bidders may put forward.
- 5.2.2 The Pre-Bid Meeting will be convened on the date and time specified in the Tender Notice and the Data Sheet.
- 5.2.3 A Bidder may nominate up to three representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the SHA of its representatives along with its authority letter to the SHA at least two days prior to the Pre-Bid Meeting.
- 5.2.4 The Bidders are requested to submit any query or seek clarifications in writing, to reach the SHA not later than the date specified in the Data Sheet, so that the SHA can address the issues comprehensively at the Pre-Bid Meeting.
- 5.2.5 Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of the SHA in the course of the Pre-Bid Meeting.
- 5.2.6 The SHA shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
-

- 5.2.7 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on the relevant website/ e-tender portal (as appropriate).
- 5.2.8 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

## 6. Amendments to the Tender Documents

### 6.1 Issuance of Addenda

- 6.1.1 Up until the date that is specified in the Data Sheet, the SHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an Addendum.
- 6.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued in accordance with this **Clause 6.1**.
- 6.1.3 Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- 6.1.4 Any oral statement made by the SHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

### 6.2 Issuance of Revised Tender Documents

- 6.2.1 The SHA shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the SHA, on the date specified in the Bid Schedule. The Addendum or the revised Tender Documents issued by the SHA shall be definitive and binding.
- 6.2.2 The SHA will assume that the information contained in or provisions of the revised Tender Documents have been taken into account by the Bidder in its Bid.
- 6.2.3 The SHA assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or amendments issued or for any consequent losses suffered by the Bidder.

### 6.3 Extension of the Last Date of Bid Submission

In order to afford the Bidders reasonable time in which to take the Addenda and taking the revised Tender Documents into account in preparing the Bid or to compensate for the time taken by the SHA in addressing any technical issues or errors in accessing its website, the SHA may, at its sole discretion, extend the Last Date of Bid Submission by issuing a written notice to interested Bidders published on the relevant website/ e-tender portal.

### 6.4 Availability of Information

6.4.1 The information relating to or in connection with the Scheme, the Bidding Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website/ e-tender portal specified in the Data Sheet and remain published until the last date of bid submission.

6.4.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the SHA by sending an e-mail request to \_\_\_\_\_ ([insert email address](#))

6.4.3 The SHA shall make best efforts to respond to e-mail request(s) in 6.4.2 and resolve the technical issue or error or provide an alternative solution to the Bidder, within not later than 7 days of receipt of such request(s).

### 6.5 Correspondence with Bidders

6.5.1 Save as expressly provided in these Tender Documents, the SHA will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## 7. Preparation of Bids

### 7.1 Interpretation of Tender Documents

7.1.1 The entire Tender Document with all its Volumes (**Volume I and Volume II**) must be read as a whole.

7.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the SHA at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.

7.1.3 The SHA will then direct the Bidders regarding the interpretation of the Tender Documents.

## 7.2 Cost of Bidding

7.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by the SHA.

7.2.2 The SHA shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by the SHA for any reason whatsoever.

## 7.3 Language of the Bid

7.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the SHA shall be only in the English language.

7.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the SHA as a part of the bid submission documents as provided in **Clause 7.7**, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the SHA during the bid evaluation.

## 7.4 Due Diligence by the Bidder

7.4.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.

7.4.2 The SHA shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

## 7.5 Validity of Bids

7.5.1 Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.

7.5.2 In exceptional circumstances, the SHA may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.

7.5.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## 7.6 Fee for Service

7.6.1 The Bidders are, as a part of their Financial Bid, required to quote the fee:

- a. for carrying out the various implementation activities under AB-NHPM and for servicing the Benefit Risk Cover Benefit per eligible AB-NHPM Beneficiary Family Unit per annum in the State/UT;
- b. Fee quoted shall be inclusive of all costs including but not limited to expenses, overheads, profit margins and Goods service charges, but exclusive of all taxes, duties cess, and Goods & Service tax (if any) in the format specified at **Form Fin-1**; and
- c. All fee quoted shall be only in Indian Rupees and up to two decimal places.

## 7.7 Formats for Bid Submission

Bid submission shall be a single stage exercise with 2 envelopes/ steps, the two being: **Qualification Bid** and **Financial Bid**.

### 7.7.1 Formats for **Qualification Bid**

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
  - (iii) True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 50,000 claims for category B States in the last financial year: marked as Annexure **Qual-5-3**



- (iv) True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 200 crore in last financial year and a total of Rs. 500 crore in last three consecutive year for category B States: marked as Annexure **Qual-5-4**

- f. Checklist for submission of Qualification Bid: **Qual-6**

#### 7.7.2 Formats for **Financial Bid**

- a. The Bidder shall submit its Financial Bid only in Form **Fin-1**. Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA.

## 8. Content of Bids

### 8.1 Qualification Bid Submission

- 8.1.1 Bidders shall only submit the Qualification Bid in the format set out in Forms Qual-1 to Qual-4, Qual-5-1 to Qual-5-4, Qual-6 as specified in Clause 7.7.1 above.

- 8.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified in Clause 8.1.1.

### 8.2 Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1** as specified in Clause 7.7.2 above and not include any other documents as part of the Financial Bid.

- 8.2.2 Each Bidder is required to quote the estimated costs in Format Fin 1:

- a. For providing the defined services, as set out in Form **Fin-1**.
- b. the costs quoted shall be inclusive of all costs including costs, expenses, overheads and profits payable in respect of such costs but excluding any taxes, GST, cess; and
- c. all amounts quoted shall be only in Indian Rupees and up to two decimal places.

### 8.3 Signing of the Bid

8.3.1 In case of physical tendering process, each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

#### 8.4 Submission of the Bid

8.4.1 Each Bidder shall submit their bid on the e-tender portal specified by the State/ UT Government ..... (insert the URL) as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal.

8.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

8.4.3 As a legal requirement, Class3 certificate (preferably with token) is required to access the e-tender portal. Interested bidders shall need to procure both Signing and Encryption certificates. Signing certificate will be used for Logging in and Encryption certificate will be used for Bid submission. Bidders may approach a Certifying Authority in India for obtaining Digital Signature Certificates, details of which can be accessed from the Controller of Certifying Authorities of the Ministry of Electronics and Information Technology, Government of India at [www.cca.gov.in](http://www.cca.gov.in)

#### 8.5 Bid Submission Due Date

8.5.1 The Bid shall be submitted on or before \_\_\_\_\_am / pm (insert time within which the bid has to be submitted) on the last date of bid submission. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any bid submissions and all such provisions on the said portal shall be disabled.

8.5.2 If there are delays by the State/ UT Government in deactivating the bid submission provision on the e-tender portal, and a bidder is able to upload the documents, the same shall be summarily rejected if the upload time in the software and the system is later than the submission time and date specified in **Clause 8.5.1** above.

8.5.3 The SHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 6.1**.

**(Note:** E-tendering will be the preferred way for bidding and submission of bids will be accepted online. If for some reason, any State is unable to do so, then that State/ UT Government shall specify the details related to the signing, sealing and submission of bids).

#### 8.6 Withdrawal / Modification of Bids

---

- 8.6.1 A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of the substitution or withdrawal is submitted to the SHA.
- 8.6.2 If the SHA receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid through the e-tender portal.
- 8.6.3 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

## 9. Opening of Bids

- 9.1 The SHA shall open the bids at the date and time indicated in the Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal.
- 9.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 9.3 After opening of the Bids by the SHA, all Bidders whose Bids have been successfully received on the e-tender portal shall receive a mail notification informing the details such as the Bid has been opened by the official, department and date and time of opening.
- 9.4 Once all the Qualification Bids have been opened online through e-Tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 10.1**.
- 9.5 A comparative statement of prequalification assessment shall be sent to all Bidders whose Bids have been successfully received on the e-tender portal.
- 9.6 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders that choose to be present. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.7 The Bidders may remain present in the Office of the SHA at the time of opening of Financial Bids. However, the name of the selected bidder shall be declared upon completion of selection process and the results of the Financial Bids of all Bidders shall also be made available on the e-Tender Portal immediately after the completion of opening process.

- 9.8 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the ISA Contract is subsequently awarded to it on the basis of such information.

## 10. Evaluation of Bids and Selection of Successful Bidder

### 10.1 Stage 1: Evaluation of the Qualification Bid

10.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:

- a. The Bid is complete in all respects and in the prescribed formats.
- b. It contains no material alterations, conditions, deviations or omissions.
- c. All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
- d. All undertakings required under this Tender Document are in the prescribed format and unconditional.
- e. Based on the review of documents the SHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
- f. The application is unconditional in all respects.

10.1.2 Qualification Bids not meeting any of the criteria mentioned in **Clause 10.1.1** above shall be liable to be rejected.

10.1.3 In order to determine whether the Bidder is eligible and meets the qualification criteria, the SHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the SHA receives from the Bidder upon request by the SHA.

10.1.4 After completion of the evaluation of the Qualification Bids, the SHA will notify the Eligible Bidders of the date, time and place of opening of the Financial Bids. Such notification may be issued upon the completion of the evaluation Qualification Bids, in which case the Financial Bids may be opened either on the same day or the next working day. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.

10.1.5 All the qualified bidders, who choose to be present, shall have the right to attend the final meeting in which financial bids shall be evaluated.

### 10.2 Stage 2: Evaluation of Financial Bids

Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If: (i) any Financial Bid is not complete in all respects; or (ii) any Financial Bid is not duly signed by the authorized representative of the Bidder; or (iii) any Financial Bid is not in the prescribed formats; and (iv) any Financial Bid contains material alterations, conditions, deviations or omissions, then such Financial Bid shall be deemed to be substantially non-responsive. Such Financial Bid that is deemed to be substantially non-responsive shall be rejected.

### 10.3 Stage 3: Clarifications during Bid Evaluation

10.3.1 In evaluating the Financial Bids, the SHA may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to the SHA within the time specified by the SHA for this purpose.

10.3.2 If a Bidder does not provide clarifications sought by the SHA within the prescribed manner and time, the SHA may elect to reject its Bid. In the event that the SHA elects not to reject the Bid, the SHA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the SHA.

10.3.3 No change in the fee quoted or any change to substance of any Bid shall be sought, offered or permitted.

### 10.4 Stage 4: Selection of the Successful Bidder

10.4.1 Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

- a. The SHA shall notify an Eligible Bidder whose Financial Bid is found to be complete in all respect, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the **Selection Meeting**) and invite such Eligible Bidder to be present at the Selection Meeting.
- b. The SHA shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

10.4.2 In selecting the Successful Bidder, the objectives of the SHA is to select a Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; and

has quoted the: a) Lowest Gross Financial Cost (L-1)

- i) In case two or more bidders have the same lowest composite cost (rounded off to two decimal points), the SHA shall then re-invite fresh financial bids of the L-1 bidders again. Even after re-inviting fresh financial bids, if there are more than one bidder quoting same lowest premium rate, then the Successful Bidder will be selected through lottery. Or at the discretion of the SHA, fresh financial bids of all Qualified Bidders can be invited.
- ii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the SHA shall takes steps for re-tendering.

## 11. Execution of ISA Contract

### 11.1 Notification of Award

11.1.1 Upon selecting the Successful Bidder in accordance with **Clause 10.4** above, the SHA shall send the proposal to the MoHFW / NHA for its approval. After obtaining the approval of MoHFW, the SHA shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder:

- declaring it as the Successful Bidder;
- accepting its Financial Bid (as corrected by the SHA if required);
- requesting it to fulfil the conditions specified in **Clause 11.1.2**; and

subject to fulfilment of the conditions specified in **Clause 11.1.2**, requesting it to execute the ISA Contract and to fulfil the conditions precedent to execution in accordance with **Clause 11.2**.

11.1.2 The Bidder declared as the Successful Bidder shall:

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft ISA Contract issued by the SHA in accordance with **Clause 11.2** and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
- b. Within three days of receiving the NOA, provide to the SHA information regarding the plan of the outsourcing of non-core business to any agency. It shall be the obligation of the ISA to satisfy itself of the qualifications of such agency and other providers as per IRDAI regulations. The ISA may be asked to submit documents establishing the qualification of such outsourced agency. No such submission is required if the ISA does not propose to hire a outsource agency or any other intermediary for any non-core task related to the AB-NHPM.

11.1.3 If the Bidder that is issued the NOA does not comply with either or all of the conditions set out in **Clause 11.1.2**, the SHA may elect to grant such Bidder an extension of time for the completion of such condition(s) or to disqualify the Bidder selected as the Successful Bidder including debaring the Bidder from participating in any future AB-NHPM Tenders in the State of ..... *(insert name of the State/UT)* for a period of three consecutive years from such date.

11.1.4 If the SHA elects to disqualify such Bidder, then the SHA may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 10.4**. The SHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

## 11.2 Execution of the ISA Contract

The SHA and the Selected Bidder shall execute the ISA Contract within 21 days of the acceptance of the NOA by the Selected Bidder. The ISA Contract shall be executed in the form of the final drafts provided by the SHA.

11.2.1 The Selected Bidder shall execute the ISA Contract in the revised draft form published by the SHA or in the further revised draft form issued by the SHA, with minimal changes or amendments being made to reflect facts or to correct minor errors. The SHA shall, before the date specified in the Bid Schedule for the execution of the ISA Contract, provide the Selected Bidder with the final execution draft of the ISA Contract.

11.2.2 The SHA shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the ISA Contract provided by the SHA.

11.2.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the ISA Contract, the SHA may elect to disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder. If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.

11.2.4 Subject to the Selected Bidder complying with **Clause 11.1.2**, the SHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the SHA. The ISA Contract shall be executed in the form of the final execution draft provided by the SHA under **Clause 11.2.1**.

11.2.5 The Selected Bidder agrees that as conditions precedent to the execution of the ISA Contract in accordance with **Clause 11.2.4**, it shall submit executed copies of the services agreements signed by the outsourced agency and other Service Providers nominated by it in accordance with **Clause 11.1.2(b)**. Such services agreement (s) shall be in compliance with the provisions of the ISA Contract.

---

11.2.6 If the SHA is ready and willing to execute the ISA Contract, but the Selected Bidder does not agree to execute the ISA Contract within the time period specified in **Clause 11.2.4** or to fulfil the conditions precedent to the execution of the ISA Contract that are specified in **Clause 11.2.4**, the SHA may elect to grant the Selected Bidder an extension of time for the execution of the ISA Contract or to disqualify the Selected Bidder and revoke the NOA. If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.

## 12. Rights of the State Health Agency

The SHA reserves the right, in its sole discretion and without any liability to the Bidders, to:

- a. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the ISA Contract, without thereby incurring any liability to the affected Bidder(s);
- b. accept the lowest Bid;
- c. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- d. consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- e. independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

## 13. General

### 13.1 Confidentiality and Propriety Data

13.1.1 The Tender Documents, and all other documents and information that are provided by the SHA are and shall remain the property of the SHA and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.

13.1.2 The SHA shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.



13.1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the SHA or such Bidder on or matters arising out of or concerning the Bidding Process.

13.1.4 Except as stated in these Tender Documents, the SHA will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The SHA may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the SHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

## 13.2 Governing Laws and Dispute Resolution

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at State/UT capital ..... (*insert name of the State/UT capital*) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]  
[insert address of Bidder]

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Madam/Sir,

**Sub: Qualification Bid for Implementation of the Ayushman Bharat - National Health Protection Mission in the State/UT of .....** *(insert the name of the State/ UT)*

With reference to your Tender Documents dated \_\_\_\_\_, we, *[insert name of Bidder]*, wish to submit our Qualification Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - National Health Protection Mission (AB-NHPM) in the State/UT of \_\_\_\_\_. Our details have been set out as per Qual 2 of Volume I of Tender Document.

We hereby submit our Qualification Bid, which is unconditional and unqualified. We have examined the Tender Documents issued by the State Health Agency.

1. We acknowledge that the Department of \_\_\_\_\_, Government of \_\_\_\_\_ or any other person nominated by the Government of \_\_\_\_\_ (the **State Health Agency**) will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the State Health Agency any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the State Health Agency to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

4. We undertake that:

- a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
- b. We agree and release the State Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5. We represent and warrant that:

- a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
- b. We accept the terms of the ISA Contract that will be signed after selection of ISA and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main ISA Contract or the draft Supplementary ISA Contract, if declared as the Successful Bidder.
- c. [We are registered with the IRDAI] to undertake the health related activities in India and we hold a valid registration for the same as on the date of submission of this Bid. *[Note to Bidders: Please choose the correct option.]*
- d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
- e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
- f. The State Health Agency is not obliged to return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
- g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.

- h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the ISA Contract.
      - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the ISA Contract.
      - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until \_\_\_\_\_.
  6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
  7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 8 of Volume I of tender document.
  8. We undertake that if we are selected as the Successful Bidder we shall:
    - a. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) within three days of receipt of the NOA, as confirmation of our acceptance of the NOA.
    - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the State Health Agency.  
Execute the ISA Contract with **DETAILS OF THE BIDDER**
  9. Details of the Company
    - a. Name:
    - b. Address of the corporate headquarters and its branch office head in the State, if any:
    - c. Date of incorporation and/or commencement of business:
  10. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:
    - c. Name:
    - d. Designation:
-

e. Company:

f. Address:

g. The State Health Agency.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the ISA Contract(s) to support the implementation of the AB-NHPM in the State/UT of \_\_\_\_\_.

12. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.

13. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India.

We submit this Letter accompanying the Qualification Bid under and in accordance with the terms of the Tender Documents.

Dated this *[insert date]* day of *[insert month]*, 201...

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

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

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

## Format: Qual-2: Applicant Details

1. Details of the Company
  - a. Name:
  - b. Address of the corporate headquarters:
  - c. Corporate Identification Number:
  - d. PAN
  - e. Date of incorporation:
  - f. Date of commencement of business:
  - g. Address and contact numbers of its branch office in the State/UT, if any:
  - h. Name and contact details of Branch Head in the State/UT:
  
2. Details of the individual who will serve as the point of contact / communication for the State Health Agency for the purposes of this tender:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. Mobile number:
  - g. E-mail Address:
  - h. Fax Number:
  
3. Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. Mobile number:
  - g. E-mail Address:
  - h. Fax Number:

Dated this \_\_\_ day of , 201X

\_\_\_\_\_(Signature)  
..... (insert name of the authorized signatory)  
In the capacity of \_\_\_[position]  
Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_[name of Bidder]

## Format: Qual-3: Power of Attorney for Signing of Bids

(On Rs. 100 Stamp paper duly attested by Notary Public)

### POWER OF ATTORNEY

Know all men by these presents that we \_\_\_\_\_  
\_\_\_\_\_ (name and address of the registered office) having CIN .....  
(insert registration number / CIN of the Company) do hereby constitute, appoint and authorize  
Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently  
employed with us and holding the position of \_\_\_\_\_ as our attorney,  
to do in our name and on our behalf, all such acts, deeds and things necessary in connection  
with or incidental to submission of a bid pursuant to Tender Document No..... dated .....  
(insert Tender Document No. and date of issue) issued by Government of ....., acting through  
the State Health Agency, for **the Ayushman Bharat - National Health Protection Mission** ,  
including signing and submission of all documents and providing information/responses to  
State Health Agency in all matters in connection with our Bid.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this  
Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 201X

For \_\_\_\_\_  
(Name, Designation and Address)

Accepted

\_\_\_\_\_  
\_\_\_\_\_  
(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

## Format: Qual-4: Bidder's Undertaking

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 201X

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the Ayushman Bharat -  
National Health Protection Mission

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of ISA Contract for the implementation of the Ayushman Bharat - National Health Protection Mission (AB-NHPM).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and unconditionally comply with the terms of the AB-NHPM as set out in the Tender Documents and the ISA Contract.

Dated this \_\_\_\_ day of , 201X

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

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

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



## Format: Qual-5: List of Supporting Documents

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - i. True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - ii. Previous three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
  - iii. True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 50,000 claims for category B States in the last financial year: marked as Annexure **Qual-5-3**
  - iv. True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 200 crore in last financial year and a total of Rs. 500 crore in last three consecutive year for category B States: marked as Annexure **Qual-5-4**
- f. Checklist for submission of Qualification Bid: **Qual-6**

## Format: Qual-6: Checklist for Qualification Bid

[On letterhead of the Bidder]

We, ..... (insert name of the Bidder), hereby confirm that we are submitting the following documents as a part of our Qualification Bid in response to this Tender Document under the AB-NHPM:

No.	Document	Tender Clause Reference	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)
1	Bid Application Cover Letter	7.7.1a	Qual-1	
2	Applicant Details	7.7.1.1b	Qual-2	
3	Power of Attorney	7.7.1.1c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	7.7.1.1d	Qual-4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates	7.7.1.1e (i)	Qual-5-1	
6	Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure Qual-7-2	7.7.1.1e (ii)	Qual-5-2a Qual-5-2b Qual-5-2c	
7	True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 50,000 claims for category B States in the last financial year (2017-2018)	7.7.1.1e (iii)	Qual-5-3	
8	True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year (2017-18) and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 200 crore in last financial year (2017-18) and a total of Rs. 500 crore in last three consecutive year for category B States	7.7.1.1e (iv)	Qual-5-4	
9	Checklist for Qualification Bid	7.7.1.1h	Qual-6	

Dated this \_\_\_ day of , 201X

\_\_\_\_\_  
(Signature)

.....(insert name of the authorized signatory)

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

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

## Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]  
[insert address of Bidder]

Date: [insert date], 201X

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat - National Health Protection Mission in the State/UT of \_\_\_\_\_.

With reference to your Tender Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - National Health Protection Mission (AB-NHPM) in the State/UT of ...../ UT [insert name of the State/UT]. Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the ISA Contract for the implementation of the AB-NHPM in the State/UT of ..... [insert name of the State/UT]. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the State Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the State Health Agency to reject our Financial Bid or not

to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that the State Health Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Health Agency of the same immediately.
8. For carrying out the activities as provided below and providing human resources as per the table below, we are quoting the following Cost per family:

<b>Sl. No.</b>	<b>Item Description</b>
1	Hospital Empanelment related activities including field verification of the hospitals, signing contract with the hospitals, their training and related activities.
2	Deployment of IT platform and maintenance including modification in IT systems for, claim processing and allied, where required, providing IT systems including hardware at the State and district level.
3	Setting up and management of toll free call center including linkage with national call center as defined by Government of India
4	Processing and approval of beneficiary identity verification requests, received from Ayushman Mitras at the hospitals, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from Ayushman Mitras at the network hospital.
5	Processing of pre-authorization requests related to the scheme from the hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 4 hours of receiving the preauthorization requests from the network hospital
6	Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates) and give approval for the sanction of the bill and forward it to the Program Management Unit of the Society for payment within 15 days of receipt of the bills from the network hospitals
7	To provide adequate manpower, so as to ensure free flow of daily MIS and ensure that progress of scheme is reported to Program Management Unit in the desired format on a real-time basis
8	Fraud detection and control including providing a team with adequate manpower to analyse data for analyzing patterns, frauds, abuse and taking actions against the

	hospitals.
9	Providing hardware and managing its maintenance including Annual Maintenance Cost, if any as per the guidelines of the scheme at all Public Hospitals.
10	Provide one State Coordinator who shall be responsible for implementation of the Scheme and performance of the Implementation Support Contract in the State/UT.
11	Providing one District coordinator with Master's degree and more than 5 years' experience for monitoring, supervision of Ayushman Mitra & training of field workers
12	Providing one full time district medical officer with medical degree for each of the districts who shall be responsible for claim management, medical audits, claim audit, fraud control etc.
13	Providing one district grievance officer with Master's degree and more than 5 years of work experience for each of the districts who shall be responsible for grievances in the district.
14	Medical auditors (a team of doctors and specialists with relevant specializations) for conducting concurrent audits of services delivered and medical facilities available in Network Hospitals.
15	District level auditors (a team of specialists with relevant specializations) for auditing quality of service provided to the beneficiaries
16	Provide Mobile handsets (android based smartphone) and pay monthly service charges for CUG connections to all Ayushman Mitra and District Coordinators plus few back up
17	Training programme per quarter on AB-NHPM administration and claims processing.
18	Training programme including refresher training for Hospitals Coordinators including Ayushman Mitras of all network Hospitals once in each quarter.
<b>Fee Per family per year excluding GST/Taxes</b>	(A) Rs..... (Rs.....)
GST or applicable taxes	(B) Rs..... (Rs.....)
<b>Total Fee per family per year incl all applicable taxes</b>	(C)= (A+B) Rs..... (Rs.....)

[Note to Bidders: The Bidders are required to quote the fee under row A, B, and C up to two decimal points.]

9. We acknowledge, confirm and undertake that:

- a. The terms and conditions of the Tender Documents and the Fee being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.

10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with

the Bidding Process itself, in respect of the ISA Contract and the terms and implementation thereof.

11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the ISA Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the ISA Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.
14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at ..... *(insert name of the capital city of the State/UT)* will have exclusive jurisdiction in the matter.
15. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

We hereby confirm that we are submitting this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this \_\_\_ day of , 201X

\_\_\_\_\_  
*(signature)*  
.....*(insert name of the authorized signatory)*  
In the capacity of \_\_\_\_\_*[position]*  
Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_*[name of Bidder]*