



**National Health Authority (NHA)
Government of India**

REQUEST FOR PROPOSAL (RFP)

For

Selection of Implementation Support Agency (ISA)

for implementing Convergence Project

with

Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana

**RFP Number: S.12017/86/2020-NHA
Date of Publishing RFP: <23.09.2020>**

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Abbreviations

AB PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
AITWA	All India Transporters Welfare Association
AL	Authorization Letter (from the ISA of PMU)
BFU	Beneficiary Family Unit
BoCW	Building and Other Construction Workers
CAPF	Central Armed Police Force
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
ESIC	Employees State Insurance Corporation
INR	Indian National Rupees
ISA	Implementation Support Agency
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
NOA	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
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
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

Bid Data Sheet

Project title	Selection of Implementation Support Agency for Scheme Convergence with AYUSHMAN BHARAT – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)
Name of Bid Inviting Authority	National Health Authority (NHA)
Name and Contact of Officer	Name: Dr. B.K.Datta Designation: General Manager- Admininstartion Address: National Health Authority, 7th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001 Tel No.:+91 11-23468777 Email: <i>(bk.datta@nic.in)</i>
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Tenure of the Contract	Tenure of 3 years however it will be renewable every year based upon the evaluation performance done as per defined KPIs in DCA Schedule 12 and Other terms and conditions of this RFP
Earnest Money Deposit	<i>(Rs.30,00,000)</i> (Thirty lakhs)
Bid Processing Fees	Nil
Mode for submission of Bids	Bidders are to upload their Bids on the e-procurement portal https://eprocure.gov.in Submission of Bids through any other mode will not be accepted.
Mode of Selection	Single Stage, Two Envelopes (Technical and Commercial)
Date of publishing of Tender Document	23 / 09 / 2020
Last date of receiving queries	30 / 09 / 2020, 15:00 hr
Pre-bid meeting Online	29 / 09 / 2020 (link will be published on www.pmjay.gov.in)
Issue of Addendum / revised Tender Document (if required)	To be decided

Last date and time of bid submission/ Bid Due Date on CPP	14/ 10 / 2020, 17:00
Validity of Bid	180 days from last date for submission of the bid documents, excluding the last date of submission.
Date and time of technical bid opening	15/ 10 / 2020, 17:00
Date and time of Financial Bid opening	Only technically qualified bidders will be informed of financial opening
Issue of Notice of Award (NOA)	Within 7 days of financial bid opening
Acceptance of Notice of Award	Within 3 days of the issue of Notice of Award.
Signing of ISA Contract	Within 21 days of issue of Notice of Award.

Note 1: The Bidding Process Schedule set out above is indicative in nature and the NHA may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. The responsibility shall lie with the Bidders to verify the Bid Process Schedule and the NHA shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. NHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum. All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFP at the following website:

Website: <https://pmjay.gov.in/tenders>

Note 2: This document is not transferable.

Disclaimer

The information contained in this Tender Document or subsequently provided to the interested Bidders, is being provided to the interested Bidders on the terms and conditions set out in this Tender. The purpose of these Tender Documents (**RFP, ISA CONTRACT and Schedules**) along with all its Addendums, if any and such other terms and conditions is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFP

This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This Tender Document is not an agreement and is neither an offer nor invitation by the NHA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document may not be appropriate for all persons and it is not possible for the NHA 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 NHA 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 NHA 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 NHA'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 NHA.

Information provided in the Tender Documents to the Bidder(s) 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 a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment,

assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this Bid.

The NHA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.

The NHA 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 Documents does not imply that the NHA is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Project and the State/UT Government reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Contract Variations will be applicable as per Manual for Procurement of Consultancy & Other Services, Government of India Ministry of Finance Department of Expenditure. The 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, uploading, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.

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.

AB PM-JAY shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY), a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the objectives of providing 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 in this document and also for reducing out of pocket health care expenses.

Applicable Laws: All laws, brought into force and effect by Government of India including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP

Beneficiary/ means eligible beneficiary or member of beneficiary family unit who are eligible to receive AB PM-JAY or scheme convergence services. NHA shall notify the ISA regarding addition or removal of Beneficiaries in these categories.

Bid refers to a bid containing Qualification Bid and Financial Bid, that is submitted by eligible ISA for qualification and award of contract in accordance with this Tender Document as per the provisions laid down therein. Bid (s) means collectively, Bids submitted by the Bidders

Bidder (s) refers to eligible ISA which submit their Bids in accordance with this Tender Document

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.

Companies Act refers to the Companies Act, 2013, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.

Contract means draft Contract provided to the Bidders which shall be executed between selected ISA and NHA for implementation of Project

Scheme convergence: shall refer to schemes managed and administered by the National Health Authority, Government of India in partnership with other organizations with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non empanelled health care providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses.

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

Health Care Provider means a hospital, a nursing home, a district hospital, a CHC, a clinic, a pharmacy or any other health care provider, whether public or private or empanelled or non-empanelled, providing services to the eligible families/individual in the country in accordance with terms of this Contract for the provision of health services to the Beneficiaries under the scheme.

Reimbursement of Service means a facility extended by the scheme to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made to the eligible beneficiary in accordance with the terms and conditions of this Implementation Support Contract, such that Beneficiaries are reimbursed for the expenses incurred in respect of covered services.

Fees or Service Fees shall mean Fee quoted by Eligible Bidders

Financial Bid refers to financial bid submitted by a Bidder, in the format provided in Appendix II of this RFP

Financial Year Means the accounting year (viz. 1st April to 31st March) followed by the Bidder in the course of its normal business in India.

Fraud shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India.

Health Benefit Package refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive as detailed in Annexure 3 (a) of Contract

Health Insurance: The term health insurance is a type of insurance that covers your medical expenses.

Health Insurance Policy is a contract between an insurer and an individual /group/household/family in which the insurer agrees to provide specified health insurance cover at a particular "premium"

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

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.

Performance Security or Performance Bank Guarantee or PBG shall mean As defined in the Contract

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 per contract entered between NHA and the partner organizations.

Qualification Bid refers to qualification proposal submitted by a Bidder, in the format provided in Appendix I of this RFP

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 Bidders and whom the State/ UT Government intends to select and with whom it signs the ISA Contract for this Scheme.

Scheme shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana and other similar health insurance program managed and administered by the National Health Authority

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 geographical territory of Republic of India.

Tender Documents refers to this Tender Document published on (24/07/2020) including RFP, ISA Contract and Schedules. Without prejudice, the Tender Documents shall include all Addenda issued by the NHA, any written responses of queries and any other documents made available by the NHA to the Bidders from time to time during the Tendering process including the Contract

Term means duration of the Contract, in accordance with the provisions thereof.

1. Introduction and Background

1.1 Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) is an attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India. It will not only increase the efficiency and reach, but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly but also help reduce Out of Pocket Expenditure (OOPE) for hospitalizations. It will help mitigate the financial risk arising out of catastrophic health episodes.

1.2 NHA being an implementer of "AYUSHMAN BHARAT Pradhan Mantri Jan Arogya Yojana" for nearly 10.74 crore eligible Beneficiaries families in India, under which Risk cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) is provided on family floater basis. With Scheme Convergence project, AB PM-JAY is partnering with different Ministries of Government of India such as Ministry of Home Affairs (MHA), Ministry of Labour & Employment (MoLE) and Ministry of Road Transport and Highways (MORTH) to provide financial health protection to their respective population groups. It is expected that few more groups will join in the future. The objective of Scheme convergence is to provide and improve access of validated Beneficiary Family Units to quality Primary (as applicable), secondary, tertiary inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non empanelled health care providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses. In order to augment services provided to these groups and to extend AB-PMJAY benefits to other population groups, it has been decided to engage with eligible ISA to provide implementation support on the following benefits for the eligible beneficiary of defined categories (as applicable);

Beneficiary Group Type	Benefit Risk Cover
Convergence of Scheme	<ul style="list-style-type: none"> • Cashless and paperless health care services provided at empanelled health care providers for defined packages inclusive of OPD consultation, diagnostic and hospitalization including day care surgery and follow –up care in as per defined health & benefit package. • Reimbursement for other health care services including emergency services in non-empanelled (or empanelled) health care providers.
Extension of AB PM-JAY Benefits	<p>Cashless and paperless hospitalization expenses coverage including treatment for medical conditions and diseases as defined under AB PM-JAY scheme.</p> <ul style="list-style-type: none"> ➤ Pre- and post-hospitalisation cover; ➤ Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) On family floater basis

In order to provide benefits to the eligible families, ISA will have to, but not limited to, perform following tasks (“Convergence Project”):

- i. Setting up of National office as required and deployment of staff; (Refer to clause 18 of the Contract)
- ii. Verification of Beneficiaries (approval and suggestion of rejection) of BIS Cards received from various sources, as defined as per scheme design.
- iii. Providing Preauthorization of Procedures;
- iv. Claims Processing and processing of reimbursement requests for health care services extended;
- v. Hospital & beneficiary Grievance Compliance
- vi. Support on audit activities performed by PMU
- vii. Anti-fraud Activities
- viii. Support NHA in monitoring and evaluation related activities

The ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a sufficient number of Personnel having, at a minimum, the prescribed qualifications and experience to perform the above scope of work. For further details about the Convergence Project including risk cover, benefit packages and procedures covered, payment details, proposed roles and responsibilities of the ISA and NHA and all other relevant details, refer to ISA Contract and Schedules of the Tender Documents.

2. Purpose of the RFP & Brief Description of Selection Process

2.1 The purpose of this Tender Document is to select the most competent and experienced ISA to support NHA under to facilitate scheme Convergence referred to in 1.2 above and in detail in ISA Contract and Schedules .

2.2 **Beneficiaries:** The scheme convergence is intended to provide the defined benefits to all eligible beneficiaries and Beneficiary Families, Details of such eligible families are provided below

2.3 Therefore, bids are invited from interested and eligible ISA Companies for the implementation of Project. Category wise profile of the eligible families is given below:

Beneficiary Group Type	Minimum Number of Eligible Beneficiary/Families
Convergence of Scheme	10,00,000
Extension of AB PM-JAY platform/Benefits	28,00,000
Total number of Eligible families	38,00,000

2.4 In addition to the minimum number of eligible Beneficiary Family Units or beneficiary groups as given above, NHA may add more beneficiaries or beneficiary groups from time to time if required as part of additional converged scheme on AB PM-JAY platform.

- 2.5 The NHA hereby invites applications from interested and eligible ISA Companies to participate in the tendering process as per the terms, conditions and guidelines detailed in Tender Documents.

3. Eligibility and Qualification Criteria for Bidders & Bid Security

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 having 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 are as follows:

- i. The Bidder should be a registered private or public limited 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 preceeding three completed financial years.
- iii. Having Average Annual Turnover of Rs 20.00 Crores in the previous three (3) financial years;
- iv. Having experience of handling at least 50,000 health claims in all the three preceeding financial year;
- v. Having experience in processing medical claims of not less than Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years.
- vi. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

- 3.1.3 Required Documents for Eligibility and Qualification Criteria: This is for guidance purpose detailed required checklist of Qualification Bid:

SN	Criteria	Document Required
1.	The Bidder should be a registered TPA	Certification of Incorporation along with the Articles & Memorandum of Associations of the Company under The Companies Act, 1956 and/or 2013, in India
2.	The Bidder registered as private or public insurance companies shall be registered with the Insurance Regulatory and Development Authority of India (IRDAI) as TPA for at	True certified copies of the existing registration granted by the IRDAI for carrying TPA business in India along with the renewal certificates

SN	Criteria	Document Required
	least last three consecutive financial years	
3.	The Bidder should be registered with the IRDAI to carry out as TPA business for at least last three financial years	True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates
4.	The Bidder should have Average Annual Turnover of Rs 20.00 Crores in the previous three (3) financial years	Audited Balance Sheet and Profit and Loss Statement with Auditors' Report for the preceding three fiscal years (2016-17, 2017-18 & 2018-19)
5.	The bidder should have experience of handling at least 50,000 health claims in all the three preceding financial year;	True certified copies of work orders/LoA which provides proof that the bidder has experience of handling at least 50,000 health claims in all the three preceding financial year preceding Bid Due Date.
6.	The bidder should have experience in processing medical claims of not less than Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years.	Declaration / Undertaking / Certificate from their Statutory Auditor which provides proof that the bidder experience in processing medical claims of not less than Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years, immediately preceding Bid Due Date.

3.1.4 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.

3.3 Bid Security

- a) The Bidder shall furnish as part of its Bid, a bid security for a sum or Rs. 30,00,000 (Rupees *Thirty lakhs*) (the "**Bid Security or EMD**"). The Bid Security shall be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee from any of the Commercial Bank in India and confirmed for payment in New Delhi in favour of the Chief Executive Officer, NHA, and which shall be payable promptly upon written demand by the NHA. The Bid

Security shall be in the format at Appendix –I, Qual-1.2: Format Bid Security. The Bidder shall upload a scanned copy of the original bank guarantee issued by the bank on the e-procurement portal along with its Bid, and shall deliver to the NHA the original thereof on or before the date and time specified in the Bidding Process Schedule.

- b) The Bid Security shall have a validity period of not less than 45 days beyond the validity period of the Bid. If the Bid validity period is extended, then the Bidder shall ensure that the Bid Security submitted by it is extended for an equal period.

If a Bidder fails to procure the extension of the Bid Security on a written request of the NHA, the Bid of such Bidder shall stand disqualified on expiry of its Bid Security.

If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security shall be required to be extended until the date on which the Contract is signed by furnishing Performance Bank Guarantee

- c) The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the original of the Bid Security is not submitted
- d) Save as provided in (e) below, the Bid Security of the unsuccessful bidders shall be returned by the NHA, without any interest, as promptly as possible once the Contract for the Project has been signed with the Selected Bidder or when the Selection process is cancelled by the NHA. In any event, the NHA shall return the Bid Security not later than 180 (one hundred and eighty) days from the Bid Due Date, unless: (a) the validity of the Bid Security has been extended; or (b) the Bidder has been declared as the Selected Bidder, in which case its Bid Security shall be retained until the conditions set out in Clause 3.4.2 are fulfilled.
- e) The NHA shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* upon occurrence of any of the events specified below
1. If a Bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified the Tender Documents.
 2. An Abnormally Low Bid, one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price.
 3. If a Bidder withdraws its Bid during the period of Bid validity as specified in this BID DOCUMENT and as extended by the Bidder from time to time;
 4. If the Bidder has a Conflict of Interest
 5. In the case of Selected Bidder, if it fails within the specified time limit:
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to fulfil any of the conditions set out in Clause 11.2; or
 - (iii) to sign the Contract.

6. In the case of the Selected Bidder, if having signed the Contract, the Bidder commits any breach thereof prior to furnishing the Performance Security
 - f) The Bidder, by submitting its Bid pursuant to these Tender Documents, shall be deemed to have acknowledged and confirmed that the NHA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. The original of the Bid Security shall either be hand delivered or be sent by registered post, speed post to the address below.

General Manager (Administration)

National Health Authority

7th Floor, Tower-I

Jeevan Bharti Building,

Connaught Place,

New Delhi – 110001

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 NHA under **Clause 4.1**, if a Bidder is found by the NHA 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 under AB PM-JAY conducted by any State / UT Government or any of the other ministries, departments, State/ UT owned enterprises or undertakings of the State/ UT Government or the NHA for a period of three years from the date that such an event occurs. Upon disqualification for Fraud, Corrupt and Undesirable practises, the NHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, in full as the case may be
- 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 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 NHA 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 NHA, 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 NHA 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 NHA 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. Upon disqualification for a Conflict of Interest, the NHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security in full as the case may be.

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 NHA 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 NHA, any additional information sought by the NHA for the purposes of evaluating the Bid.
- 4.3.2 The NHA 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 NHA, 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 NHA to the Bidder, without the NHA 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 to bid for government sponsored health insurance/Assurance schemes by Government of India or any state government, and such black-listing subsists as on the last date of bid submission; or
 - b. failed to comply with the Insurance/TPA or other applicable laws and such non-compliance continues as on the last date of bid submission; or
 - c. has quoted prices which are abnormally low and are predatory in nature. If the bidder has quoted such prices NHA shall take action as per Ministry of Finance's Office Memorandum Reference No. No. F. 12/17/2019-PPD dated 6th February 2020.
 - d. any contract for the implementation of a government-sponsored health insurance/Assurance 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 ISA shall not be eligible to submit a Bid.
- 4.4.2 A Bid submitted by any such ISA shall be rejected by the NHA at any stage that the NHA acquires any such knowledge and undertakes its due diligence.

4.5 NHA's Right to Evaluate Eligibility

- 4.5.1 The NHA reserves the right to require a Bidder to submit documentary evidence, in

the form and manner that the NHA deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:

- 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 NHA 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 NHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the NHA under this Tender Document.

4.5.3 If the NHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the NHA 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 NHA's determination of a Bidder's eligibility shall be final and binding. The NHA 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.

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 NHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Bid Data Sheet.

5.1.2 NHA shall endeavour to respond to all the questions raised or clarifications sought by the Bidders within the period specified therein, but normally no later than 5 (five) days prior to the Bid Due Date. However, NHA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 5.1 shall be taken or read as compelling or requiring the NHA to respond to any question or to provide any clarification.

5.1.3 The responses to such queries shall be published on AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/> within the time frame indicated in the Bid Data Sheet.

5.1.4 It shall be the duty of the Bidders to regularly check AB PM-JAY and e-tender portal for the response to the queries or requests for clarifications. The NHA'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 Bid Data Sheet.

- 5.1.5 The NHA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the NHA shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by SHA/NHA or its employees or representatives shall not in any way or manner be binding on the NHA. These will be put up on AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>

5.2 Pre-Bid Meeting

- 5.2.1 The Pre-Bid Conference shall be convened at the designated date, time and place in Bid Data Sheet. Only those persons who are authorised representatives of the ISAs shall be allowed to participate in the Pre-Bid Conference. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the NHA. The NHA shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate or facilitating a fair, transparent and competitive Tendering process.
- 5.2.3 Any revision to the Tender Documents listed in this RFP that may become necessary as a result of the Pre-Bid Conference or the queries and clarifications received from the Bidders will be made by the NHA exclusively through the issue of an Addendum in accordance with clause 6.1 of this RFP.
- 5.2.4 Any oral clarification or information provided by or on behalf of the NHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the NHA issues an Addendum for the same or the NHA issues written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>

6. Amendments to the Tender Documents

6.1 Issuance of Addendum

- 6.1.1 Up until the date that is specified in the Bid Data Sheet, the NHA 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 Any Addendum thus issued will be uploaded on the AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>
- 6.1.3 The Bidders are required to read the Tender Document with any Addendum that may

be issued in accordance with this **Clause 6.1**.

6.1.4 Each Addendum shall be definitive and binding on the Bidders,

6.1.5 Any oral statement made by the NHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme or Scheme Convergence shall not be considered as amending the Tender Document.

6.2 Issuance of Revised Tender Documents

6.2.1 The NHA shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the NHA, on the date specified in the Bid Schedule. The Addendum or the revised Tender Documents issued by the NHA shall be definitive and binding.

6.2.2 The NHA 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 NHA assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or Addendum issued or for any consequent losses suffered by the Bidder.

6.3 Availability of Information

6.3.1 The information relating to or in connection with the Scheme, the Tendering Process and the Tender Document, including all notices issued by the NHA 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 AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/> remain published at least until the last date of bid submission.

6.3.2 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 NHA by sending an e-mail request to support details provided on support-eproc@nic.in with copy marked to bk.datta@nic.in or call at the 24 x 7 central e-procurement portal help desk numbers +91 0120-4200462, +91 0120-4001002, +91 0120-4001005

6.3.3 The NHA shall make best efforts to respond to e-mail request(s) 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).

6.4 Correspondence with Bidders

6.4.1 Unless stated otherwise mentioned in Tender Documents, the NHA will not entertain any other correspondence with the Bidders.

6.5 Proprietary Data and Confidentiality

- 6.5.1 The Bidding Documents provided by the NHA are and shall remain or become the property of the NHA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 6.5.2 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Tendering process.
- 6.5.3 The NHA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NHA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the NHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.
- 6.5.4 The Authority 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 of this RFP.

6.6 Acknowledgement by Bidder

- 6.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Tender Documents, all the information on the website specified in the Bid Information Sheet and all other information made available by the NHA, including the Addenda, clarifications and interpretations issued by the NHA;
 - (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of the NHA
 - (b) satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Project in accordance with the Contract and performance of all of its obligations thereunder;
 - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NHA, or a ground for termination of the Contract; and
 - (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

7. Preparation of Bids

7.1 Interpretation of Tender Documents

- 7.1.1 The entire Tender Document with all its Volumes (**RFP, ISA Contract, Schedules and any addendums if issued**) 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 NHA in writing at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Bid Data Sheet.

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

7.2 Cost Associated with Preparation and Submission of Proposals

7.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids including, but not limited to carrying out their independent assessments, attending pre-bid meetings, due diligence and verification of information provided by the NHA.

7.2.2 The NHA 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 NHA 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 NHA shall be only in the English language.

7.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the NHA 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 NHA 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 NHA 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 NHA 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 Bidders 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 providing required services for implementation of the scheme, the Bidder shall quote Fees for all the activities as mentioned in the RFP document including HR required to carry out the activities related to e-card approval, IPD & OPD claim processing, audit and other relevant work in reference to scheme implementation, the same is provided below and in Financial Bid (Fin-1)

S.No.	Components	Cost of Components (in INR only)
1	cost of processing Per IPD claim	
2	Cost of processing per OPD claims (10% of cost of processing per IPD claim)	

The selection of lowest bidder will be calculated based on the cost of processing per IPD claims.

- b. The selected bidder will be paid as per the rate quoted for the component
- c. Fee quoted shall be inclusive of all costs including expenses, overheads, service charges and profits, but exclusive of applicable taxes in the format specified at **Form Fin-1**; and
- d. All Fee quoted shall be only in Indian Rupees and up to two decimal places.
- e. Apart from quoted rate or monthly minimum prescribed payment for defined HR whichever is higher, NHA will not provide any other cost/ reimbursement/ payment for the support of implementation of the project to ISA.

Formats for Bid Submission

7.6.2 Formats for Qualification Bid

- a. Bid Application Cover Letter: **Qual-1.1 & Bid Security Qual 1.2**
- 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 50,000 claims 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. 200 crore in last financial year and a total of Rs. 500 crore in last three consecutive year: marked as Annexure **Qual-5-4**
- f. Checklist for submission of Qualification Bid: **Qual-6**

7.6.3 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 NHA.

7.7 Validity of Bids

The Bids shall be valid for a period specified in the Bid Information Sheet. A Bid valid for a period shorter than that specified will be rejected by the NHA as being non-responsive. The validity of Bids may be extended by mutual consent of the respective Bidders and the NHA. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

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-a to Qual-5-d, Qual-6 as specified in Clause 7.6.2 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** 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 their fees in Format Fin 1:

- a. For providing the (i) Risk Cover, as set out in Form **Fin-1**.
- b. Fees quoted shall be cost for all the activities as mentioned in the RFP document including the HR required to carry out the activities and shall be inclusive of expenses, overheads, service charges and profits, but exclusive of applicable taxes payable in respect of such Fees;
- 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 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, who shall also initial each page. The pages of the Bid shall be numbered serially.
- 8.3.2 All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the authorized signatory of the Bidder.

8.4 Electronic Submission of the Bid

- 8.4.1 Each Bidder shall submit their Bids on the e-tender portal <https://eprocure.gov.in/cppp/>. No other mode of submission is permitted as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal. Detailed guidelines for viewing bids and submission of online bids are given on the website. The authorized signatories of the prospective Bidders are required to register on the portal. The authorized signatories of the Bidders must have an ID and Digital Signature Certificate (**DSC**) from designated firms listed on the e-procurement portal and register with the website using the allotted ID and DSC.
- 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 The Authority shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

8.5 Bid Submission Due Date

- 8.5.1 The Bid shall be submitted on or before Bid Due Date specified in Bid Information Sheet. 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 NHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 6.1**. In such a case, all rights and obligations of the NHA and the Bidders will thereafter be subject to the Bid Due

Date as extended.

8.6 Substitution, Modification or Withdrawal of Bids

- 8.6.1 Bidder may, in accordance with the terms of this RFP, substitute, modify or withdraw its Bid after submission at any time prior to Bid Due Date.
- 8.6.2 The Bidders can view the status of their Bids on the <https://eprocure.gov.in/cppp/> section of the e-procurement portal and decrypt their Bids (i.e. in case the Bid has been encrypted using passkeys) for substitution or modification at any time before the Bid Due Date
- 8.6.3 For substitution or modification of the Bids, the Bidders may access the link <https://eprocure.gov.in/cppp/> on the e-procurement portal and make any substitution or modifications to their Bids at any time prior to the Bid Due Date. For this purpose, substitution or modifications by other means will not be accepted. On the e-procurement portal substitution or modifications of Bids is allowed any number of times prior to the Bid Due Date
- 8.6.4 For withdrawal of the Bids, the Bidders may access the <https://eprocure.gov.in/cppp/> on the e-portal and withdraw their Bids at any time prior to the Bid Due Date. Provided that in the event the Bids cannot be withdrawn through the e-portal, the Bidder may withdraw its Bid by issuing a written notice of withdrawal to the NHA, provided that written notice of the withdrawal is received by the NHA prior to Bid Due Date. Such written notice should be duly signed by the authorised signatory of the Bidder and should be properly sealed, and shall include a copy of the authorization. The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date
- 8.6.5 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked “**WITHDRAWAL**” and either be hand delivered or be sent by registered post, speed post or courier to the address below

General Manager (Administration)
National Health Authority
7th Floor, Tower-I
Jeevan Bharti Building,
Connaught Place,
New Delhi – 110001

- 8.6.6 If the NHA receives a withdrawal notice before the specified time on the Bid Due Date, then the NHA shall not open its Qualification Bid and in the event the hard copies have been received, the same shall be returned to such Bidder unopened.

9. Opening of Bids

- 9.1 The NHA shall open the Qualifying Bids received on or before time specified in Bid Data Sheet as Bid Due Date at the date and time indicated in the Bid Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal on the following address:

National Health Authority
9th Floor, Jeevan Bharti Building, Cannaught Place, New Delhi 110001

- 9.2 The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.
- 9.3 Only two (2) authorized representative (s) of the bidder (s) can attend the bid opening on producing authority letter from the Bidder.
- 9.4 The names of all Bidders who have submitted Bids will be read out, and other such details as the NHA, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 9.5 Qualifying Bids will be opened at the time mentioned in the Bid Data Sheet. The NHA will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 9.6 Once all the Qualifying 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**.
- 9.7 The Qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 9.8 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 Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.9 The Bidders may remain present in the Office of the NHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 9.10 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the NHA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given
- 9.11 Any information contained in a Bid will not in any manner be construed as binding on the NHA, 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 (s)

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 NHA 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 NHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the NHA receives from the Bidder upon request by the NHA.

10.1.4 After completion of the evaluation of the Qualification Bids, the NHA 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 NHA 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 NHA within the time specified by the NHA for this purpose.

10.3.2 If a Bidder does not provide clarifications sought by the NHA within the prescribed manner and time, the NHA may elect to reject its Bid. In the event that the NHA elects not to reject the Bid, the NHA 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 NHA.

10.3.3 No change in the fees 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 NHA 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 (s) (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
- b. The NHA 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 NHA is to select Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; and the bidder with lowest qualifying financial bid (L1) i.e. lowest total cost will be placed at L1 and next higher price shall be placed at L2 and so on. It is clarified that L1 bidder shall be the one whose composite weightage cost i.e. sum of (all unit rates x weightage) is lowest, post evaluation of commercial proposals of bidders by NHA.
 - i) In case after selection L1 bidder withdraws before signing the contract with NHA then- L2 bidder will be offered to match the L1 price (discovered price wherever the rates are lower than L2) and execute the contract. In case L2 refuses the

offer then L3 bidder will be offered to match the L1 price (discovered price wherever the rates are lower than L3) and so on.

- ii) In case two or more bidders have the same lowest composite cost (rounded off to two decimal points), the NHA 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 NHA, fresh financial bids of all Qualified Bidders can be invited.
- iii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the NHA shall takes steps for re-tendering.

10.4.3 In line with OM (F. 12/17/2019-PPD) issued by procurement Policy Division, Department of Expenditure, Government of India, regarding Predatory Pricing/Abnormally Low Bids; NHA reserves right to seek clarification from the Bidder, including detailed price analysis of its Bid price, in relation to scope of work, schedule, allocation of risks and responsibilities and any other requirement mentioned in the Tender Document. If after evaluating the price analysis, NHA determines that the bidder has substantially failed to demonstrate the capacity to deliver the contract at the offered rate, NHA may reject the Bid and may also process for blacklisting the bidder.

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 the NHA shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder (s):

- declaring it as the Successful Bidder (s);
- accepting its Financial Bid (as corrected by the NHA 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 NHA as acceptance thereof and in acceptance of the terms of the revised draft ISA Contract issued by the NHA 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. ISA shall give the undertaking that it shall not subcontract any key task to any subcontractor

c. Submit Performance Guarantee in line with Clause 8.2 of the Contract

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 NHA may elect to grant such Bidder an extension of time for the completion of such condition or to disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future AB PM-JAY Tenders in across India for a period of three consecutive years from such date.

11.1.4 If the NHA elects to disqualify such Bidder, then the NHA may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 10.4**. The NHA 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 NHA and the Selected Bidder (s) shall sign the ISA Contract within 21 days of the acceptance of the NOA by the Selected Bidder (s). The ISA Contract shall be executed in the form of the final drafts provided by the NHA.

11.2.1 The Selected Bidder shall execute the ISA Contract in the revised draft form published by the NHA or in the further revised draft form issued by the NHA, with minimal changes or amendments being made to reflect facts or to correct minor errors. The NHA 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 NHA 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 NHA.

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 NHA may elect to disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder and forfeit Bid Security. If the NHA elects to disqualify such Bidder and revoke the NOA and forfeit the Bid Security, 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 NHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the NHA. The ISA Contract shall be executed in the form of the final execution draft provided by the NHA under **Clause 11.2.1**.

11.2.5 The Selected Bidder (s) 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 NHA is ready and willing to execute the ISA Contract, but the Selected Bidder (s) 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 NHA may elect to grant the Selected Bidder (s) an extension of time for the execution of the ISA Contract or to disqualify the Selected Bidder and revoke the NOA. If the NHA elects to disqualify such Bidder (s) 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 National Health Authority

The NHA 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. 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 Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Appendix-I

Format: Qual-1.1: 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 scheme convergence with AB PM-JAY

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 Scheme Convergence. 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 National Health Authority.

1. We acknowledge that the Department of _____ National Health Authority, Government of India or any other person nominated by the Government of India (the **National Health Authority**) 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 National Health Authority any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the National Health Authority 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 National Health Authority 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 National Health Authority.
 - 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 National Health Authority to us are and shall remain the property of the National Health Authority 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 National Health Authority as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The National Health Authority 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 National Health Authority.

- 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 NationalHealth Authority 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 NationalHealth Authority 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 NationalHealth Authority 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:
- k. Sign and return an original copy of the Notice of Award (NOA) to the NationalHealth Authority (SHA) within three days of receipt of the NOA, as confirmation of our acceptance of the NOA.
 - l. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the NationalHealth Authority.
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 NHA:

- m. Name:
- n. Designation:
- o. Company:

p. Address:

q. The National Health Authority.

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 National Health Authority 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 scheme convergence in the State/UT of India.

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], 202...

(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-1.2: Bid Security

Format of Bid Security

[To be executed on Stamp paper of appropriate value]

B.G. No.

Dated:

1. In consideration of *National Health Authority* representing the Government of **India**, having its office **in Delhi, India** (hereinafter referred to as the “**NHA**”, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of (*insert name of the bidder*), a company registered under provision of the Companies Act and having its registered office at _____ (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns), for the ‘ Selection of Implementation Support Agency (ISA) for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana’ (“**Project**”) pursuant to the Tender Documents dated (*insert date*) issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Tender Documents**”), we [*Name of the Bank*] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of the Tender Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents (including the Tender Documents) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the NHA an amount of [Rs. [●] (Rupees [●])] as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by the NHA stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the NHA is disputed by the Bidder or not merely on the first demand from the NHA stating that the amount claimed is due to the NHA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Bid valid during the Bid validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by

the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [Rs. [●] (Rupees [●]).

- b) This Guarantee shall be irrevocable and remain in full force for a period of not less than 180 (one hundred and eighty) days or for such extended period as may be mutually agreed between the NHA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the NHA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Documents, and the decision of the NHA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the NHA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other NHA.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the NHA shall be entitled to treat the Bank as the principal debtor. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the NHA, and the Bank shall not be released from its liability under these presents by any exercise by the NHA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the NHA or any indulgence by the NHA to the said Bidder or by any change in the constitution of the NHA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

- g) We undertake to make the payment on receipt of your notice of claim on us addressed to *[name of Bank along with branch address]* and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for the NHA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the NHA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NHA in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

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 National Health Authority 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 National Health Authority, for Scheme convergence with
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, including signing and submission
of all documents and providing information/responses to National Health Authority 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 _____ 202X

For _____

(Name, Designation and Address)

Accepted

_____ Signature)

(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 converged schemes with Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana

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 converged schemes with Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder,

1. We shall provide requisite personnel with minimum qualification and experience as prescribed in the RFP document. This personnel will not be used for any other purpose directly or indirectly, if found, would attract criminal liability apart from breach of contract provision.
2. we shall adhere to and unconditionally comply with the terms of the converged schemes with AB PM-JAY 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 Convergence as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
 - a. 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**
 - b. Previous three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
 - c. True certified copies which provides proof that the Company has experience of handling at least 50,000 claims in the last financial year: marked as Annexure **Qual-5-3**
 - d. True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 200 crore in last financial year and a total of Rs. 500 crore in last three consecutive year: 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 PM-JAY:

No.	Document	Tender Clause Reference	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)
1	Bid Application Cover Letter	7.6.2a	Qual-1	
2	Applicant Details	7.6.2b	Qual-2	
3	Power of Attorney	7.6.2c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme Convergence	7.6.2d	Qual-4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates	7.6.2e (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	7.6.2e (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 50,000 claims in the last financial year (2018-2019)	7.6.2e (iii)	Qual-5-3	
8	True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 200 crore in last financial year (2018-19) and a total of Rs. 500 crore in last three consecutive year	7.6.2e (iv)	Qual-5-4	
9	Checklist for Qualification Bid	7.6.2F	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]

Appendix-II

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 scheme convergence with Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana 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 scheme convergence with AB PM-JAY 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 National Health Authority 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 scheme convergence with AB PM-JAY. 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 National Health Authority any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the National Health Authority 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 National Health Authority 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 National Health Authority of the same immediately.
8. We are quoting following amount as the fees

S.No	Component	Cost of Components (in INR only) Inclusive of all taxes, excluding GST
1	cost of procesing Per IPD claim	
2	Cost of processing per OPD claims (10% of cost of processing per IPD claim)	

[Note to Bidders: The Bidders are required to quote the fee upto two decimal points inclusive of every cost related scheme implementation. A 10% of the Per IPD rate will be fixed for per OPD case.

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 and Scheme Convergence 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 NationalHealth Authority 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 NationalHealth Authority 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 National Health Authority 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 National Health Authority 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 *Delhi* 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]