

**Tender Document for Selection of Insurance Company
for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna (AB-PMJAY)**

In the State of
NAGALAND

December 2019

Volume I:
Instruction to Bidders

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Abbreviations

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

Data Sheet

Project title	AYUSHMAN BHARAT – PRADHAN MANTRI JAN AROGYA YOJNA (AB-PMJAY)
Objectives of the project	The objective of AB-PMJAY is to reduce out of pocket hospitalisation expenses, reduce unmet needs and improve access of identified families to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).
Submissions required	Qualification Bid: Formats Qual-1 to Qual-8 as per Clause 7.7.1 of Volume I of the Tender Document. Financial Bid: Form Fin-1 and Form Fin-2 as per Clause 7.7.2 of Volume I of the Tender Document.
Pre-bid conference	No
Contact details for all queries	Name: State Nodal Officer (AB-PMJAY) Address: Directorate of Health & Family Welfare, Kohima Nagaland Email: nagaland.nhpm@gmail.com NB: Any clarification on the Tender Document shall be as per Sl. No: 5.1 of the Tender Document.
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	<ol style="list-style-type: none"> The Bidder should be a registered private or public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India. The Bidder should be registered with the Insurance Regulatory Development Authority of India (IRDAI) to carry out health insurance business for at least the last three completed financial years. The Bidder shall have overall done the group health cover policy of at least 50,000 families for Category A States and 1,00,000 families for Category B States in any two of the last three financial years. The Bidder shall have Gross Direct Premium Income from Health business of at least Rs. 100 crores for Category A States and at least Rs. 200 crores for Category B States in India in each of the last three completed financial years. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
Insurance Contract period	Three(3) years with yearly renewal of contract
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.
Bid Cost	Non-refundable bid cost of Rs.2000.00 (Rupees Two Thousand only) should be submitted in the form of cheque/Demand Draft in favour of State Health Society (RSBY) to be payable at Bank of Baroda Kohima along with the Bid document (Inside the outer envelope)
Address for bid submission (Employer)	State Health Agency (AB-PMJAY), (Room No: 302) Directorate of Health & Family Welfare Below Nagaland Civil Secretariat Complex, Ruziezou, Kohima- 797 001 Nagaland.
Important Dates:	
Date of release of Tender Document	05/12 / 2019 The Bid documents should be downloaded from Department website at www.nhmnagaland.in (url:)
Last date of receiving queries	Within <u>4</u> days of the release of the Tender Document by email only (09/12/2019).

Pre-bid meeting	N/A
Issue of Addendum / revised Tender Document (if required)	Within <u>6</u> days of the release of the Tender Document (only if required) on the following website: www.nhmnagaland.in on 11/12/2019 .
Last date of bid submission	Within 11 days of the release of the Tender Document, that is, <u>11.30</u> AM on 16/12/2019
Date and time of technical bid evaluation	12.00 pm on 16/12/2019 at IDSP Conference Hall (3rd Floor), Directorate of Health & Family Welfare Nagaland kohima, and will be publically opened on the same day at 12 hours, in the presence of the bidders designated representatives who wish to attend. <u>If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.</u>
Date and time of Financial Bid opening	3 PM on 16/12/2019 at IDSP Conference Hall (3rd Floor), Directorate of Health & Family Welfare Nagaland kohima.
Issue of Notice of Award (NOA)	Within 1 day of financial bid opening on 17/12/2019 (insert the date on which the Notice of Award is expected to be issued).
Acceptance of Notice of Award	Within 1 days of the issue of Notice of Award on 18/12/2019
Signing of Insurance Contract	Within 1days of issue of Notice of Award on 19/12/2019

Disclaimer

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

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

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

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

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

The issue of this Tender Document does not imply that the State Government is bound to appoint an Insurer as the Successful Bidder, and the State Government reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the AB-PMJAY in the State of **Nagaland**, without assigning any reason whatsoever.

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

The entire Tender Document is in three volumes: *Volume I – Instruction to Bidders*, *Volume II – About AB-PMJAY* and *Volume III – Insurance Contract to be signed by the Insurance Company*.

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

Definitions and Interpretations

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

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

Beneficiary means a member of the AB-PMJAY Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna. Referred to as AB-PMJAY Beneficiary henceforth in the document.

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

Benefit Cover refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- that the insured families would receive under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna.

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

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

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

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

Bidder shall mean any eligible Insurance Company which has submitted its bids in response to this Tender Document released by the State Government.

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

EHCP or Empanelled Health Care Providers shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna.

IEC shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, the State Government that are aimed at promoting information and awareness about the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna and its benefits to the potential beneficiaries in particular and to the general population at large.

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

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

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

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

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

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

Scheme shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Agency.

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

Service Area refers to all the districts in the State of **Nagaland** covered and included under this Tender Document for the implementation of AB-PMJAY .

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

State Health Agency (SHA) refers to the agency/ body set up by the Department of Health and Family Welfare, Government of **Nagaland** for the purpose of coordinating, managing and implementing the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna in the State of **Nagaland**.

Tender Documents refers to this Tender Document including Volume I - “Instruction to Bidders”, Volume II - “About AB-PMJAY ” and Volume III - “Insurance Contract to be signed by the Insurance Company” including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

PRELIMINARY DISCUSSION DOCUMENT

Tender Document for the Selection of Insurance Company for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna

In the State of Nagaland

Volume I Instruction to Bidders

Volume I: Instruction to Bidders

1. Context

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

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

2. Purpose and Scope of this Tender Document

- 2.1 The purpose of this Tender Document is to select the most competent and competitive Insurance Company to provide the *Benefit Risk Cover* under the Scheme referred to in **1.3** above and in detail in **Volume II** of this Tender Document.
- ~~2.2~~ **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all eligible AB-PMJAY Beneficiary Families included in the Socio-Economic Caste Census (SECC) database currently and updated from time to time by the State Government in the districts stated in the Table below, subject to the compliance of AB-PMJAY Guidelines. Therefore, bids are invited from interested and eligible Insurance Companies to cover **2,33,328** number of eligible AB-PMJAY Beneficiary Family Units in the State.

District wise profile of the identified families is given below:

Districts	Number of eligible families in SECC Data			Number of families currently enrolled in RSBY	Total Number of eligible families for PMJAY (benchmarked against RSBY)
	Rural	Urban	Total		
1. Dimapur	89891	9585	99476	44033	44033
2. Longleng	6528	239	6767	6188	6188
3. Kiphire	8284	422	8706	16822	16822
4. Kohima	14852	5036	19888	16292	16292
5. Mokokchung	17840	2333	20173	26632	26632
6. Mon	27697	1193	28890	24904	24904
7. Peren	11047	505	11552	15298	15298
8. Phek	20703	503	21206	16788	16788
9. Tuensang	23916	670	24586	19206	19206
10. Wokha	15662	612	16274	25096	25096
11. Zunheboto	12753	535	13288	22069	22069
G/ Total	249173	21633	270806	2,33,328	2,33,328

*Number of beneficiaries is subject to revision based on any new directive from NHA.

2.3 The SHA hereby invites applications from interested and eligible Insurance Companies to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.

2.4 States will give priority to public sector general insurance companies.

2.4.1 Bid is being invited for the entire State.

2.4.2 The lowest bidder whether from public or private insurance company will be the winner (L-1). However, preference shall be given to the public sector company to promote the Purchase Preference Policy, in the following circumstances in addition to the provisions of Clause 10.4.2:

2.4.2.1 if the lowest bidder (L-1) is more than one party and belonging to public and private sector as well, then preference will be given to the public sector company.

2.4.2.2 if the lowest bidder (L-1) is a private sector insurance company, the lowest bidding public sector company will be given the option of matching the L-1 bid. In case the public sector company accepts to match the bid, the contract will be awarded to the public sector company.

3. Eligibility of Bidders

3.1 Qualification Criteria

3.1.1 Only those insurance companies that are registered with the Insurance Regulatory and Development Authority of India (IRDAI) for the last three consecutive financial years and holding the valid licence to provide insurance services as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.

3.1.2 The minimum qualification criteria as per the guidelines laid down by Ministry of Health & Family Welfare, Government of India are as follows:

- i. The Bidder should be a registered private or public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India.
- ii. The Bidder should be registered with the IRDAI to carry out health insurance business for at least last three completed financial years. For the avoidance of doubt, for the purposes of this Tender and determining health insurance business, health insurance business will exclude personal accident and travel cover, whether explicitly stated or not.
- iii. The Bidder shall have overall done the group health policy cover (excluding personal accident or travel cover) of at least 50,000 families for Category A States or at least 1,00,000 families for Category B States in any two of the last three completed financial years.
- iv. The Bidder shall have Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores for Category A States and Rs. 200 crores for Category B States in India in any two of the last three completed financial years.
- v. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

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

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

3.2 Consortium Not Allowed

3.2.1 Consortium applications are not allowed under this Tender Document.

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

4. Grounds for Rejecting the Bid

4.1 Fraud and Corruption

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

4.1.2 Without prejudice to the rights of the SHA under **Clause 4.1**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of the State Government or the SHA for a period of three years from the date that such an event occurs.

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

below:

- a. **corrupt practice** means:
- (i) offering, giving, receiving or soliciting, directly or indirectly, of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the SHA who is or has been associated in any manner, directly or indirectly, with the Bidding Processor has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the SHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
 - (ii) engaging in any manner whatsoever, whether during the Bidding Process before or after the execution of the Insurance Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the Insurance Contract, who at anytime has been or is a legal, financial or technical advisor of the State Government or the SHA on any matter concerning the Scheme.
- b. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **undesirable practice** means:
- (i) establishing contact with any person connected with or employed or engaged by the SHA or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - (ii) having a Conflict of Interest (as defined in **Clause 4.2** below).
- e. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

4.2 Conflict of Interest

- 4.2.1 A Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process.
- 4.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 4.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:

- (i) the person exercising Control is the Government of India, a State government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
- (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
- c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

4.3 Misrepresentation by the Bidder

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

4.4 Other Grounds Declaring a Bid Ineligible

- 4.4.1 If the bidder has:
 - a. been black-listed to bid for government sponsored health insurance schemes by Government of India or Government of **Nagaland**, and such black-listing subsists as on the last date of bid submission; or
 - b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
 - c. any contract for the implementation of a government sponsored health insurance scheme has been terminated by at least four governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.
- 4.4.2 A Bid submitted by any such Insurance Company shall be rejected by the SHA at any stage that the SHA acquires any such knowledge and undertakes its due diligence.

4.5 SHA's Right to Evaluate Eligibility

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

5. Clarifications and Pre-Bid Meeting

5.1 Clarifications and Queries

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

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

5.2 Pre-Bid Meeting

- 5.2.1 The SHA shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the Pre-Bid Meeting) to provide an understanding of the Bidding Process, the Scheme, the terms of the Insurance Contract and the services to be provided by the Insurer and to understand any queries, issues or suggestions that the Bidders may put forward.
- 5.2.2 The Pre-Bid Meeting will be convened on the date and time specified in the Tender Notice and the Data Sheet.
- 5.2.3 A Bidder may nominate up to three representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the SHA of its representatives along with its authority letter to the SHA at least two days prior to the Pre-Bid Meeting.
- 5.2.4 The Bidders are requested to submit any query or seek clarifications in writing, to reach the SHA not later than the date specified in the Data Sheet, so that the SHA can address the issues comprehensively at the Pre-Bid Meeting.
- 5.2.5 Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of the SHA in the course of the Pre-Bid Meeting.
- 5.2.6 The SHA shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
- 5.2.7 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on the relevant website/ e-tender portal (as appropriate).
- 5.2.8 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

6. Amendments to the Tender Documents

6.1 Issuance of Addenda

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

6.2 Issuance of Revised Tender Documents

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

6.3 Extension of the Last Date of Bid Submission

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

6.4 Availability of Information

- 6.4.1 The information relating to or in connection with the Scheme, the Bidding Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website/ e-tender portal specified in the Data Sheet and remain published until the last date of bid submission.
- 6.4.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the SHA by sending an e-mail request to nagaland.nhpm@gmail.com (insert email address)

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

6.5 Correspondence with Bidders

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

7. Preparation of Bids

7.1 Interpretation of Tender Documents

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

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

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

7.2 Cost of Bidding

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

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

7.3 Language of the Bid

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

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

7.4 Due Diligence by the Bidder

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

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

this Tender Document.

7.5 Validity of Bids

- 7.5.1 Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.
- 7.5.2 In exceptional circumstances, the SHA may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.
- 7.5.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

7.6 Premium

- 7.6.1 The Bidders are, as a part of their Financial Bid, required to quote the Premium:
- for providing Benefit Risk Cover Benefit per eligible AB-PMJAY Beneficiary Family Unit per annum in the State/UT;
 - Premium quoted shall be inclusive of all costs including expenses, overheads, profits and Goods service charges, but exclusive of all taxes, cess, and Goods & Service tax (if any) in the format specified at **Form Fin-1**; and
 - All Premium quoted shall be only in Indian Rupees and up to two decimal places.

7.7 Formats for Bid Submission

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

7.7.1 Formats for **Qualification Bid**

- Bid Application Cover Letter: **Qual-1**
- Applicant Details: **Qual-2**
- Power of Attorney for Signing of Bids: **Qual-3**
- 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**
- Undertaking Regarding outsourced agency, Other Providers, Intermediaries (if applicable): The undertaking by the Bidder to use the services of only those outsourced agencies and similar agencies that fulfil the criteria specified in the Tender Documents and/ or following relevant IRDA guidelines for this purpose, in the format set out in **Qual-5**
- List of medical or surgical procedures or interventions (if any) in addition to those set out in Volume II of the Tender Documents with Package Rates, in the format specified in **Qual-6**
- Supporting documents to be submitted: Annexures **Qual-7-1 to 7-4**
 - 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 two years' renewal certificates: marked as Annexure **Qual-7-1**

- (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-7-2**
- (iii) True certified copies which provides proof that the Insurance Company has done group health insurance policy Insurance (excluding personal accident or travel cover) covering at least 50,000 families for Category A States and at least 1,00,000 families for Category B States for two of the last three completed financial years: marked as Annexure **Qual-7-3**
- (iv) True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from health of at least Rs. 100 crores for Category A States and at least Rs. 200 crores for Category B States in India in each of the last three completed financial years: marked as Annexure **Qual-7-4**

h. Checklist for submission of Qualification Bid: **Qual-8**

Note:

If the Bidder is not proposing any additional Package Rates, then the Bidder shall submit **Qual-6** without any details and stating 'Nil'.

7.7.2 Formats for **Financial Bid**

- a. The Bidder shall submit its Financial Bid only in Form **Fin-1**. Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA.
- b. The certificate from the Bidder's appointed actuary stating that the Premium quoted by the Bidder for the Scheme has been actuarially calculated, in the format set out in **Form Fin-2**.

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-6, Qual-7-1 to Qual-7-4, Qual-8 as specified in Clause 7.7.1 above.
- 8.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified in Clause 8.1.1.

8.2 Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1 and Form Fin-2** as specified in Clause 7.7.2 above and not include any other documents as part of the Financial Bid.
- 8.2.2 Each Bidder is required to quote the Premium in Format Fin 1:
 - a. For providing the (i) Risk Cover, as set out in Form **Fin-1**.
 - b. for each AB-PMJAY Beneficiary Family Unit eligible and covered under the Scheme the premium quoted shall be per annum and shall be inclusive of all costs including costs, expenses, service charges, taxes, cess, overheads and profits payable in respect of such Premium; and

- c. all amounts quoted shall be only in Indian Rupees and up to two decimal places.

8.3 Signing of the Bid

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

8.4 Submission of the Bid

- 8.4.1 Each Bidder shall submit their bids by registered mail/ speed post/courier or by hand. Procedures for submission, sealing and marking are as follows:

- 8.4.1.1 Bidders submitting bids by registered mail/ speed post/courier or by hand shall enclose the original and a copy of the Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 8.4.1.2 Non-refundable bid cost in the form of cheque/Demand Draft should be enclosed Inside the outer envelope.

- 8.4.1.3 The inner and outer envelopes shall:

- 8.4.1.3.1 bear the name and address of the Bidder;

- 8.4.1.3.2 be addressed to the Employer as provided in the Data Sheet;

- 8.4.1.3.3 bear the specific identification/ Project title of this bidding process indicated in Data Sheet; and

- 8.4.1.3.4 bear a warning not to open before the time and date for bid opening.

- 8.4.1.4 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 8.4.1.5 E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

- 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.

8.5 Bid Submission Due Date

- 8.5.1 The Bid shall be submitted on or before **11.30 am** on the last date of bid submission as provided in the Data Sheet. No bids shall be accepted after the lapse of specified time on the last date of bid submission.

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

8.6 Withdrawal / Modification of Bids

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

9. Opening of Bids

- 9.1 The SHA shall open the bids at the date and time indicated in the Data Sheet.
- 9.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 9.3 All tenders received shall be opened as per prescribed. No bid shall be rejected at the time of bid opening except those not conforming to Clause: 8.4 and 8.5 of the Tender Document. Late tenders shall be returned to the bidders unopened.
- 9.4 Once all the Qualification Bids have been opened, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 10.1**.
- 9.5 A comparative statement of prequalification assessment shall be sent to all Bidders whose Bids have been successfully received on the e-tender portal.
- 9.6 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date . The Financial Bids will be opened in the presence of the representatives of such Bidders that choose to be present. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.7 The Bidders may remain present in the Office of the SHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 9.8 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Insurance 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 SHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
- f. The application is unconditional in all respects.

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

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

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

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

10.2 Stage 2: Evaluation of Financial Bids

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

10.3 Stage 3: Clarifications during Bid Evaluation

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

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

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

10.4 Stage 4: Selection of the Successful Bidder (s)

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

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

10.4.2 In selecting the Successful Bidder (s), the objectives of the SHA is to select Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; ~~and~~ has quoted the ~~a)~~ Lowest Gross Insurance Premium (L-1) and in addition to the aforementioned provisions of Clause 2.5, shall be subject to the following:
 - i) in case two or more bidders have the same lowest gross premium (rounded off to two decimal points), the Successful Bidder will be selected through lottery. Or at the discretion of the SHA, fresh financial bids of all Qualified Bidders can be invited.
 - ii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the SHA shall takes steps for re-tendering.
 - iii) In case the L-1 rate is more than the ceiling of premium as defined by the Government of India, ONLY in this case a process of reverse auction shall be carried out. The bidders within a defined limit of the lowest gross insurance premium will be allowed to take part in the Reverse Auction Process (RAP). The process for reverse auction will be informed by the SHA (as per the process laid down by NHA) after opening of the bids.

11. Execution of Insurance Contract

11.1 Notification of Award

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

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

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

11.1.2 The Bidder (s) declared as the Successful Bidder shall:

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft Insurance Contract issued by the SHA in accordance with **Clause 11.2** and it will be

required to notify its acceptance of the terms of such further revised draft Insurance Contract; and

- b. Within three days of receiving the NOA, provide to the SHA information regarding the plan of the outsourcing of non-core business to any agency. It shall be the obligation of the Insurer to satisfy itself of the qualifications of such agency and other providers including reinsurance companies as per IRDAI regulations. The Insurer may be asked to submit documents establishing the qualification of such outsourced agency and its arrangements with such agency. No such submission is required if the Insurer does not propose to hire a outsource agency or any other intermediary for any non-core task related to the AB-PMJAY and/ or for reinsurance.

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

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

11.2 Execution of the Insurance Contract

The SHA and the Selected Bidder (s) shall execute the Insurance Contract within 1 day of the acceptance of the NOA by the Selected Bidder (s). The Insurance Contract shall be executed in the form of the final drafts provided by the SHA.

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

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

11.2.3 If the Selected Bidder (s) seeks to materially negotiate or seeks any material deviation from the final execution draft of the Insurance Contract, the SHA may elect to disqualify the Selected Bidder (s) and revoke the NOA issued to the Selected Bidder (s). If the SHA 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.

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

11.2.5 The Selected Bidder (s) agrees that as conditions precedent to the execution of the Insurance 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 Insurance Contract.

- 11.2.6 If the SHA is ready and willing to execute the Insurance Contract, but the Selected Bidder (s) does not agree to execute the Insurance Contract within the time period specified in **Clause 11.2.4** or to fulfil the conditions precedent to the execution of the Insurance Contract that are specified in **Clause 11.2.4**, the SHA may elect to grant the Selected Bidder (s) an extension of time for the execution of the Insurance Contract or to disqualify the Selected Bidder and revoke the NOA. If the SHA 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 State Health Agency

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

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

13. General

13.1 Confidentiality and Propriety Data

- 13.1.1 The Tender Documents, and all other documents and information that are provided by the SHA are and shall remain the property of the SHA and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
- 13.1.2 The SHA shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.
- 13.1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the SHA or such Bidder on or matters arising out of or concerning the Bidding Process.
- 13.1.4 Except as stated in these Tender Documents, the SHA will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The SHA may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory

authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the SHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

13.2 Governing Laws and Dispute Resolution

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

Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

**The State Health Agency (AB-PMJAY),
(Room No: 302)
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou,
Kohima- 797 001 Nagaland.**

Dear Madam/Sir,

Sub: Qualification Bid for Implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna in the State of Nagaland)

With reference to your Tender Documents dated _____, we, [insert name of Bidder], wish to submit our Qualification Bid for the award of the Insurance Contract(s) for the implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) in the State of Nagaland. Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

1. We acknowledge that the Department of **Health & Family Welfare**, Government of **Nagaland** or any other person nominated by the Government of **Nagaland** (the **State Health Agency**) will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the State Health Agency any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the State Health Agency to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
4. We undertake that:
 - a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
 - b. We agree and release the State Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender

Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5. We represent and warrant that:
 - a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
 - b. We accept the terms of the Insurance Contract that forms Volume III of the Tender Document and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main Insurance Contract or the draft Supplementary Insurance Contract, if declared as the Successful Bidder.
 - c. [We are registered with the IRDAI] to undertake the general insurance (including health insurance) business or standalone health insurance business in India and we hold a valid registration for the same as on the date of submission of this Bid. *[Note to Bidders: Please choose the correct option.]*
 - d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
 - e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The State Health Agency is not obliged to return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
 - g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
 - h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the Insurance Contract.
 - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the Insurance Contract.
 - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until _____.
6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 8 of Volume I of tender document.
8. We undertake that if we are selected as the Successful Bidder we shall:
 - a. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) within three days of receipt of the NOA, as confirmation of our acceptance of the NOA.

- b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Insurance Contract provided to us by the State Health Agency.

Execute the Insurance Contract with **QUAL 2 - DETAILS OF THE BIDDER**

9. Details of the Company

- a. Name:
- b. Address of the corporate headquarters and its branch office head in the State, if any:
- c. Date of incorporation and/or commencement of business:

10. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:

- c. Name:
- d. Designation:
- e. Company:
- f. Address:
- g. The State Health Agency.

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

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

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

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

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

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

Format: Qual-2: Applicant Details

1. Details of the Company
 - a. Name:
 - b. Address of the corporate headquarters:
 - c. Corporate Identification Number:
 - d. PAN
 - e. Date of incorporation:
 - f. Date of commencement of business:
 - g. Address and contact numbers of its branch office in the State/UT, if any:
 - h. Name and contact details of Branch Head in the State/UT:

2. Details of the individual who will serve as the point of contact / communication for the State Health Agency for the purposes of this tender:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. Mobile number:
 - g. E-mail Address:
 - h. Fax Number:

3. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. Mobile number:
 - g. E-mail Address:
 - h. Fax Number:

Dated this ____ day of __, 201X

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

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

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

POWER OF ATTORNEY

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

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

Dated this the _____ Day of _____ 201X
For _____
(Name, Designation and Address)

Accepted

(Name, Title and Address of the Attorney)

Date: _____

Format: Qual-4: Bidder's Undertaking

[On letterhead of the Bidder]

From

[Name of Bidder]
[Address of Bidder]

Date: [insert date], 201X

To

The State Health Agency (AB-PMJAY),
(Room No: 302)
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou,
Kohima- 797 001 Nagaland.

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna

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 Insurance Contract for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna (AB-PMJAY).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and unconditionally comply with the terms of the AB-PMJAY as set out in the Tender Documents and the Insurance 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: Undertaking Regarding Outsource agency, Other Providers (if applicable)

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 201X

To

The State Health Agency (AB-PMJAY),
(Room No: 302)
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou,
Kohima- 797 001 Nagaland.
Dear Madam / Sir,

Subject: Undertaking Regarding Appointment of Outsourced, and Similar Agencies /
Intermediaries

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 Insurance Contract for the implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna.

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall for the purpose of any non-core business related to AB-PMJAY , appoint only those third parties appoint those Outsource agencies and similar agencies / intermediaries that meet the criteria specified, if any, in the Tender Documents.

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall for the purpose of this tender will hire reinsurance companies as per IRDA 2016 regulations (including order of preference) and will inform the SHA and NHA details of arrangement with reinsurance company at the time of signing of the 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-6: List of Additional Medical and Surgical Procedures

S. No.	Category / Procedures	Average Length of Stay	Final Rate (in Rupees)

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-7: List of Supporting Documents

- a. True certified copies of the registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last two years' renewal certificates: marked as Annexure **Qual-7-1**.
- b. Last three years "audited Balance Sheet and Profit and Loss Statement with Auditors" Report: marked as Annexure **Qual-7-2**.
- c. True certified copies which provides proof that the Insurance Company has a group health insurance policy (excluding personal accident or travel cover) covering at least 50,000 families for Category A States/ UTs and 1,00,000 families for Category B States for two of the last three completed financial years: marked as Annexure **Qual-7-3**.
- d. True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores for Category A States/ UTs and at least Rs. 200 crores for Category B States in India in each of the last three completed financial years: marked as Annexure **Qual-7-4**.

Format: Qual-8: 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-PMJAY :

No.	Document	Tender Clause Reference	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)
1	Bid Application Cover Letter	7.7.1a	Qual-1	
2	Applicant Details	7.7.1b	Qual-2	
3	Power of Attorney	7.7.1c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	7.7.1d	Qual-4	
5	Undertaking by the Bidder to use the services of only those outsourced agency and similar agencies that fulfil the criteria specified in the Tender Documents and/ or meet provisions as per regulations of IRDAI	7.7.1e	Qual-5	
6	List of medical or surgical procedures or interventions in addition to those set out in the Tender documents	7.7.1f	Qual-6	
7	True certified copies of the registration granted by the IRDAI & and last two years' renewal certificates	7.7.1g (i)	Qual-7-1	
8	Last 3 Years' audited Balance Sheet and Profit and Loss Statement with Auditors Report"	7.7.1g (ii)	Qual-7-2a Qual-7-2b Qual-7-2c	
10	True certified copies which provides proof that the Insurance Company has group health insurance policy (excluding personal accident or travel cover) covering at least 50,000 families for Category A States and 1,00,000 families for Category B States for two of the last three completed financial years	7.7.1g (iii)	Qual-7-3	
11	True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance of at least Rs. 100 crores for Category A States and at least Rs. 200 crores for Category B States in India in each of the last three completed financial years	7.7.1g(iv)	Qual-7-4	
12	Checklist for Qualification Bid	7.7.1h	Qual-8	

Dated this ____ day of _____, 2018

(Signature)

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

In the capacity of _____[position]

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

Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

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

Date: [insert date], 201X

To

The State Health Agency (AB-PMJAY),
(Room No: 302)
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou,
Kohima- 797 001 Nagaland.
Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna in the State of **Nagaland**.

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 Insurance Contract(s) for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) in the State of **Nagaland**. Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the Insurance Contract for the implementation of the AB-PMJAY in the State of **Nagaland**. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the State Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the State Health Agency to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that the State Health Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.

7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Health Agency of the same immediately.

8. We are quoting the following Premium:

NO.	Cover	Number of AB-PMJAY Beneficiary Family Units	Annual Premium (in Rs.) excluding GST/other taxes	GST/other taxes (if applicable as per law)	Total Premium Including all applicable taxes (B+C)
		(A)	(B)	(C)	(D)
1	Rs. 5,00,000 cover per AB-PMJAY Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization expenses as per the Scheme.	XXXX	Rs..... (Rupees only)	Rs..... (Rupees only)	Rs..... (Rupees only)

[Note to Bidders: The Bidders are required to quote the Premium under column B, C, and D up to two decimal points.]

9. We acknowledge, confirm and undertake that:

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

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

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

12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the Insurance Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State

Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.

13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the Insurance 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 **Kohima** 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]

Format: Fin-2: Certificate from Bidder's Appointed Actuary

[On letterhead of the Bidder's Appointed Actuary]

From

[Name of Actuary]
[Address of Actuary]

Date: [insert date], 201X

To

The State Health Agency (AB-PMJAY),
(Room No: 302)
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou,
Kohima- 797 001 Nagaland.
Dear Madam / Sir,

Subject: Actuarial Certificate in respect of Premium quoted by [insert name of Bidder]
in its Financial Bid dated [insert date] for the AB-PMJAY in the State of
Nagaland .

I/ We, [insert name of actuary], am/are a registered actuary under the laws of India and am /
are licensed to provide actuarial services.

[insert name of Bidder] (the Bidder) is an insurance company engaged in the business of providing
general insurance (including health insurance) services in India and we have been appointed by the
Bidder as its actuary.

I/ We understand that the Bidder will submit its Bid for the implementation of the Ayushman Bharat –
Pradhan Mantri Jan Arogya Yojna (the Scheme) in the State of (insert name of the State/ UT),

I, [insert name] designated as [insert title] at [] of [insert name of actuary] do hereby certify that:

- a. We have read the Tender Documents for award of Insurance Contract for the implementation of
the Scheme.
- b. The rates, terms and conditions of the Tender Documents and the Premium being quoted by the
Bidder for the Scheme are determined on a technically sound basis, are financially adequate,
viable and sustainable on the basis of information and claims experience available in the records
of the Bidder.
- c. Following assumptions have been taken into account while calculating the price for the **Benefit
Risk Cover** under the AB-PMJAY :
 - i. Projected Claim Ratio – ____ %
 - ii. Administrative Cost – ____ %
 - iii. Profit – ____ %

Dated this ____ day of ___, 201X

At [insert place]

[Signature]

In the capacity of _____
[position]