

**RFP/Tender Document for Selection of Third Party Administrator
for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister's
Health Insurance Scheme (AB-PMJAY CMHIS)**

In the State of Nagaland

Date: 23rd September, 2022

Instruction to Bidders

Abbreviations

AB PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
AB PM-JAY CMHIS	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister's Health Insurance Scheme (of Nagaland)
BFU	Beneficiary Family Unit
BIS	Beneficiary Identification System
BPL	Below Poverty Line
CGHS	Central Government Health Scheme
CMHIS	Chief Minister's Health Insurance Scheme (of Nagaland)
CMHIS (EP)	CMHIS for Employees and Pensioners of the Government of Nagaland
CMHIS (GEN)	CMHIS for General Population (including for AB PM-JAY Beneficiaries)
CHS	Community Health Centre
CRC	Claims Review Committee
DAL	Denial of Authorisation Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
GoN	Government of Nagaland
GRC	Grievance Redressal Committee
ICU	Intensive Care Unit
INR	Indian Rupees
IRDAI	Insurance Regulatory Development Authority of India
KPI	Key Performance Indicator
MoHFW	Ministry of Health & Family Welfare, Government of India
NHA	National Health Authority
N-HBP 2022	Nagaland Health Benefit Package 2022
NOA	Notification of Award
RC	Risk Cover
RFP	Request for Proposal
RSBY	Rashtriya Swasthya Bima Yojana
SHA	State Health Agency (also referred to as the Nagaland Health Protection Society)
STG	Standard Treatment Guideline
SECC	Socio Economic Caste Census

Applications are invited from the interested TPA's to service AB-PMJAY CMHIS, Nagaland, Strictly as per terms and conditions extract in Volume II & III of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum, pre-bid query replies, annexures, N-HBP 2022 and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland/SHA on various dates.

Project title	Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS)
Objectives of the project	The objective of the AB PM-JAY CMHIS is to protect against catastrophic health expenditure and reduce out-of-pocket expenditure by providing Insurance Coverage for hospital care to all residents of the State as defined in Clause 3 below. For further details about the Scheme, refer to Schedule 1 of this Insurance Contract.
SCOPE OF WORK	<p>Strictly as per Volume II & III of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum, pre-bid query replies, annexures, N-HBP 2022 and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland/SHA. All obligations, responsibilities, liabilities, KPIs, penalties mentioned in the aforesaid documents for INSURER shall be the obligations, responsibilities, liabilities, KPIs, penalties of the TPA as per the timeline mentioned. Moreover, any future obligations, responsibilities, liabilities, KPIs, penalties imposed by the Govt. of Nagaland/SHA during the course of implementation of the scheme shall also be the obligations, responsibilities, liabilities, KPIs, penalties of the TPA.</p> <p>TPA's quoting for the Tender are requested to kindly go through Volume II & III of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland/SHA, forming part of the uploaded Tender as Appendix A_ Volume-II, Appendix A_ Volume-III, Appendix A_ Corrigendum PMJAY CMHIS, Appendix A_ Health Benefit Package (N-HBP 2022)- for quoting a competitive premium for servicing the AB-PMJAY CMHIS, Nagaland, Scheme.</p>

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	<p>Terms and conditions of the Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland/SHA will prevail in case of any ambiguity in this RFP.</p> <p>The TPA must have an Office at Guwahati, Assam with dedicated and qualified staff(s) only for this project in addition to their State Project Office (SPO) for implementation of the Project at Kohima, Nagaland as per KPI (Refer to Vol. III). Please provide address proof.</p> <p><u>Few Important obligations/responsibilities to be completed within the stipulated timeline are indicated below:-</u></p> <ol style="list-style-type: none"> 1. Complete Infrastructure (Including but not limited to IT and Project & District Offices) requirement as per the tender document must be complied on or before the date of implementation of the scheme. 2. Recruitment of Manpower as per the above mentioned Tender Documents should be complied on or before the date of implementation of the scheme. All CV's must reach SHA and IC within the Timeline mentioned. 3. Creation of New Website dedicated for AB-PMJAY CMHIS Nagaland Scheme must be complied on or before the date of implementation of the scheme. 4. Printing and Distribution of Publicity Material, Booklet, Pamphlet etc. must be complied on or before the date of implementation of the scheme in consultation with the SHA/IC. 5. Any other obligation/responsibilities as per the Volume II & III of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum, pre-bid query replies, annexures, N-HBP 2022 and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland/SHA. 6. In case of refund of premium as per Contract, the TPA fees will be accordingly adjusted proportionately by the IC.
Submissions required	Qualification Bid and Financial Bid along with other Appendix, starting from Appendix-B, of the Tender Document.
Pre-bid conference	No
Contact details for all queries	<p>Designation: Health Manager</p> <p>Address: RO Guwahati</p> <p>Tel No.: 9864178708, Email: arnab.sengupta@orientalinsurance.co.in</p> <p>Tel No.: 9435031105, Email: gsadullah@orientalinsurance.co.in</p>

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Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	<p>a. The Bidder must be registered as Third Party Administrator under the IRDAI (TPA-Health Services) Regulations, 2019 and should be engaged for the purposes of providing health services as defined in those regulations and must possess IRDAI license to act as a TPA for (2019-20, 2020-21 & 2021-22) and Certificate of Incorporation (Duly Signed). Please attach copies.</p> <p>b. The bidder must have Annual Turnover of Rs. 10.00 crores in each of the previous three (3) financial years (2019-20, 2020-21 & 2021-22). Please Attach Last three (3) years- audited Balance Sheet and Profit and Loss Statement along with Auditors Report. The bidder must have Annual Turnover of Rs. 10.00 crores in each of the previous three (3) financial years (2019-20, 2020-21 & 2021-22).</p> <p>c. The Bidding TPA must be empanelled with The Oriental Insurance Co. Ltd. Please provide Documentary Proof.</p> <p>d. IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with AB-PMJAY CMHIS/State Platform and IT system of Insurers for beneficiary identification, cashless payments, portability of claim and in tune with all requirements of this Scheme related to IT. The TPA shall have to maintain an IT system that must be integrated easily with the IT system of AB-PMJAY CMHIS to manage the claims on Real Time Basis including portability of claims and identification of beneficiaries as per the provisions of the Scheme. The TPA shall have an experience of working in information technology intensive environment. It is compulsory that TPA has its own server of sufficient capacity to handle the operations of the Scheme. Please provide documentary proof.</p> <p>e. The TPA must have experience in handling health claims- should have processed at least 2,00,000 claims during the financial year 2021-22. Please attach Documentary proof.</p> <p>f. The TPA must have experience in Claims management capacity in the financial year 2021-22 of not less than Rs.200 Crores worth of claims. Please attach Documentary proof.</p> <p>g. The TPA must have minimum 3 doctors on payroll/consultants with minimum MBBS qualification in the last financial year 2021-22. Please attach appointment letter, MCI/State Medical Council Registration Certificate, Form 16/ 16A of financial year 2021-22.</p> <p>h. The TPA must have serviced AB-PMJAY CMHIS or any other Government Scheme in any state of India/UT of India in any of the last three (03) completed financial years. Please attach Documentary proof.</p> <p>i. The TPA must not have been black listed by any State government/ Central Government/UT's/PSU's or their agencies/Insurer's/SHA/NHA/Fraud Case/Initiated any action/terminations/litigations against the TPA by any insurance co. in operation of mass health policy/retail health policy also the bidder should not have denied/withdrawn after submission of any RFP/Quote at any stage to service Group Scheme/Government Scheme including AB-PMJAY CMHIS to any insurer. Please provide Undertaking to the effect by</p>

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	<p>CEO/COO of the Company.</p> <p>j. The bidder should be an income tax assessee. Please provide Income tax returns filed for the FY 2020-21.</p> <p>k. The bidder must have complied with PF, ESIC, GST and other legal provisions. Please attach Copies of registration and self-declaration that no dues are pending.</p> <p>In case of any ambiguity between the terms & conditions of this tender and the tender document of AB-PMJAY CMHIS issued by SHA, Nagaland on 24th February 2021, the terms and conditions of Volume II & III of Tender Documents of AB-PMJAY CMHIS issued by SHA, Nagaland will prevail and will be binding.</p>
Service Level Agreement	TPA Service Contract Period i.e 3 Years with yearly renewal.
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.

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Address for bid submission	The Oriental Insurance Co. Ltd. RO-Guwahati, 1 st Floor, Godrej Building, G.S.Road, Ulubari, Guwahati, Assam – 781007
Important Dates:	
Date of release of Tender Document	23.09.2022
Pre-bid meeting	NA
Last date of bid submission	26.09.2022 13:00 Hrs
Date and time of technical bid evaluation	26.09.2022 14:00 Hrs (In case 26.09.2022 is declared as Holiday, then the next working day i.e., 27.09.2022, 12.00 Hrs will be effective and enforceable)
Date and time of Financial Bid opening	26.09.2022 16:00 Hrs
Issue & Acceptance of Notice of Award	26.09.2022 17:00 Hrs
Signing of Service Level Agreement	On 27 th September'2022
Mode of Submission of BID	The Bid must be delivered by Hand, Registered Post or through Courier at The Oriental Insurance Co. Ltd. RO-Guwahati, 1st Floor, Godrej Building, G.S.Road, Ulubari, Guwahati, Assam – 781007 . The Bid must reach in the above address on or before the due date and time of submission or else will not be considered.

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 Oriental Insurance Company Limited, hereinafter referred to as The OICL**, acting through any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to all Volumes, Addendums and Annexures of AB-PMJAY CMHIS Scheme for Selection of Insurance Company in the State of Nagaland.

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 OICL** 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 OICL** 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 OICL** 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 Service Level Agreement or The OICL'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 OICL**.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by **The OICL** 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 OICL** accepts no responsibility for the accuracy, or otherwise, of any interpretation or opinion on law expressed in this Tender Document.

The OICL 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 OICL** is bound to appoint a **Third Party Administrator (TPA)** as the Successful Bidder, and **The OICL** 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 CMHIS in the State of Nagaland, without assigning any reason whatsoever.

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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 OICL** 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 OICL** 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.

Definitions and Interpretations

- Addendum or Addenda means document issued in continuation or as modification or as clarification to certain points in the Tender Document. The bidders would need to consider the main document as well as any addenda issued subsequently by the SHA for responding to the Bid.
- AB PM-JAY shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through the National Health Authority (NHA) 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 healthcare expenses .
- AB-PM JAY Beneficiary Family Unit refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC)-2011 database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute- living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State/ UT Government along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the State Referred to as AB-PM JAY Beneficiary Family Unit henceforth in the document.
- AB PM-JAY AB PM-JAY CMHIS Nagaland or the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister's Health Insurance Scheme Nagaland means the converged health insurance scheme of AB PM-JAY and the CMHIS launched by the Government of Nagaland as set forth in Section 1 of Part 1 of this Tender Document and in Schedule 1 of the Insurance Contract (Part 3 of this Tender Document). **For the purpose of this document, AB PM-JAY and AB PM-JAY CMHIS shall mean the same scheme and these terms are used and will be interpreted interchangeably.**
- Applicable Laws: All laws, brought into force and effect by the Government of India or the Government of Nagaland, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP
- Beneficiary means all people who are residents of the state as defined in in Clause 1.3 of this Tender document.
- Beneficiary Family Unit 'Family means father, mother, husband, wife, brother, sister, son, daughter and includes grand-father, grand-mother, grand-child, adoptive father or mother, adopted son or daughter living together as a single household.
- As regards government servants and government retirees, the definition of family shall be as per the Central Services (Medical Attendance) Rules 1944 – a government servant's wife or husband as the case may be, and parents, sisters widowed sisters, widowed daughters, minor brothers, children, step children, divorced/separated daughters and stepmother wholly dependent upon the government servant and are normally residing with the government servant.
- Benefit Risk Cover or Benefit Cover refers to the annual basic cashless hospitalization coverage of Rs. 5,00,000/- (Rupees five lakhs only) on a family floater basis, that all the insured families

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would receive under the AB PM-JAY CMHIS beneficiary family units.

- In addition, beneficiaries belonging to the category CMHIS (EP) i.e. Employees and Pensioners of the Government of Nagaland are eligible for top up cover of 15,00,000/- (Rupees fifteen lakhs only) over and above basic cover.
- Bid refers to a bid containing Qualification Bid and Financial Bid that is submitted by an eligible Insurance Company for qualification and award of the Insurance Contract in accordance with this Tender Document as per the provisions laid down therein. Bid(s) shall collectively refer to all Bids submitted by all the interested Bidders.
- Bidder(s) refer to eligible Insurance Companies that submit their Bids within the Bid Due Date 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.
- CMHIS or the Nagaland Chief Minister's Health Insurance Scheme means the health insurance scheme launched by the Government of Nagaland as set forth in Section 1 of Part 1 of this Tender Document and in Schedule 1 of the Insurance Contract (Part 3 of this Tender Document). The CMHIS shall subsume the Medical Reimbursement benefits provided by the Government of Nagaland to its regular government employees.
- 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.
- Condition Precedent mean conditions precedent to signing the Insurance Contract and refer to the conditions to be fulfilled by the Insurer prior to the execution of the Insurance Contract as set forth in Clause 11.1.2 of the Insurance Contract (Part 3 of this RFP).
- Contract means Contract provided to the Bidders as Part 3 of this RFP, which shall be executed between the selected Insurance Company and the SHA for the implementation of the Scheme.
- Days mean and shall be interpreted as calendar days unless otherwise specified.
- DoHFW shall mean and refer to the Department of Health and Family Welfare, Government of Nagaland.
- 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 AB PM-JAY CMHIS within or outside the state of Nagaland.
- Financial Bid refers to financial bid submitted by a Bidder to the SHA in response to this Tender Document, in the format provided in Appendix II of this Part 1 of the RFP.
- Financial Year means the accounting year (viz. 1st April to 31st March) followed by the Government of Nagaland in the course of its normal business in India.

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- 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 organization. It includes any act that may constitute fraud under any applicable law in India.
- Government employees shall mean all regular employees under the GoN who are entitled for Monthly Medical Allowance and Medical Re-imbursement scheme.
- Government of Nagaland or the GoN means and refers to the duly elected Government in the State of Nagaland in which the tender is issued (same as the State Government).
- Nagaland Health Benefit Package 2022 or the N-HBP 2022 refers to the package of services required to treat a condition/ailment/ disease that insured beneficiary families would receive under the Scheme and detailed in Schedule 3 of the Insurance Contract.
- Health Insurance Health insurance is a type of insurance that covers 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 State Health Agency, 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.
- Insurance Company or the Insurer means the successful bidder who has been selected pursuant to this bidding process and has agreed to the terms and conditions of this Tender Document and has signed the Insurance Contract with the SHA.
- 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.
- Other Government Officials shall mean regular employees of State Public Sector Undertakings, Corporations and Autonomous Bodies, who are entitled for Monthly Medical Allowance and Medical Re-imbursement scheme.
- Policy Cover Period shall mean the standard period of 12 (twelve) calendar months from the date of start of the Policy Cover or lesser period as per contract entered between the SHA and the Insurer.
- Premium Income means gross direct premium income of the insurer without taking into account income on reinsurance accepted by the Insurance Company.
- Qualification Bid refers to the qualification proposal submitted by a Bidder, in the format provided in Appendix I of the Part 1 of this RFP.
- Risk Cover shall have the same meaning as Benefit Risk Cover or Benefit Cover.
- Successful Bidder shall mean the Bidder (Insurance Company) whose bid document is responsive, which has been prequalified and whose overall financial bid is the lowest among all the shortlisted

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Bidders as per the bid evaluation criteria set forth in Clause 10 of this Tender Document (Part 1 of the RFP) and whom the State Government intends to select and with whom it signs the Insurance Contract for this Scheme.

- Scheme shall have the same meaning as the AB PM-JAY CMHIS.
- Selected Bidder shall refer to and mean the Successful Bidder who has been selected by the SHA through the Bid exercise and has agreed to the terms and conditions of this Tender Document and has signed the Insurance Contract with the SHA.
- Service Area refers to all the existing districts and any new districts that may be created by the state government in the geographical territory of the state of Nagaland at any point in time for the implementation of the Scheme.
- State Government refers to the duly elected Government in the State of Nagaland in which this Tender Document is issued (same as the Government of Nagaland).
- State Health Agency (SHA) refers to the Nagaland Health Protection Society - agency/ body set up by the Government of Nagaland for the purpose of coordinating, managing, and implementing the AB PM-JAY CMHIS in the State of Nagaland.
- Tender Documents refers to this Tender Document published on (31/08/2022) including (Part 1 Invitation to Bid – ITB; Part 2: Insurance Contract; and Part 3: Schedules to the Insurance Contract). Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries and any other documents made available by the SHA to the Bidders from time to time during the Tendering process including the Insurance Contract.
- Term means duration of the Insurance Contract, in accordance with the provisions of Clause 31 of the Insurance Contract (Part 2 of this RFP).

Instruction to Bidders

1. Context

- 1.1** The name of the Scheme is the “**Ayushman Bharat Pradhan Mantri Jan Arogya Yojna-Chief Minister’s Health Insurance Scheme**” or the “**AB PM-JAY CMHIS**” and shall hereafter also be referred to in this Tender Document as the “**Scheme**”
- 1.2** The objective of AB-PMJAY CMHIS is 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/ UT Government along with the existing enrolled 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 riskcovers as defined in Clause 1.5.
- 1.3** The Government of Nagaland (GoN) wishes to embark upon Universal Health Coverage journey and desires to launch the Chief Minister’s Health Insurance Scheme (CMHIS) in the State of Nagaland in convergence with the existing Health Insurance Cover for Deprived families under SECC 2011 through the AB PM-JAY. The Scheme is a step towards fulfilling The Nagaland Sustainable Development Goal Vision 2030, launched by the Hon’ble Chief Minister of Nagaland in August 2021 which states that by 2030, Nagaland will ensure healthy lives and promote well-being for all ages by providing equitable, affordable and quality healthcare services to the people of the state. The AB PM-JAY CMHIS will strengthen health systems and service delivery by increasing efficiencies, by reducing fragmentation in existing health protection schemes and also improve service delivery and user-satisfaction.

Beneficiaries Covered:

The unit of enrolment shall be a Beneficiary Family as follows:

- Beneficiaries Covered under AB PM-JAY
- Families entitled for benefits under the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY);

Additional categories who have been extended benefits of the AB PM-JAY by the Government of India (GoI): e.g., Building and other Construction Workers (BoCW);

1.4 Beneficiaries Covered under CMHIS

GoN employees and other officials, and their dependents entitled for benefits under the existing Medical Reimbursement Scheme of the GoN, and serving Parliamentarians/Legislators;

GoN pensioners and ex- Parliamentarians/Legislators; and

Any uncovered households with a valid Ration Card/ Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC).

The estimated number of families in above 5 (five) categories are as provided in Table below:

Category	Category description	Minimum number of families for which premium will be paid*
Cat 1: AB PM-JAY	Those eligible under (AB-PMJAY CMHIS)	2,33,328
Cat 2: Additional AB PM-JAY	Additional categories who have been extended benefit of PMJAY, e.g., Building and Construction Workers (BoCW)	
Cat 3: GoN regular employees and other officials	3A: Regular employees of the GoN and other officials currently employed at Pay Level 15 and above and serving Parliamentarians/Legislators	1,029
	3B: Regular employees other officials of the GoN currently employed at Pay Level 10 to 14	6912
	3C: Regular employees other officials of the GoN currently employed at Pay Level less than 10	64,184
Cat 4: GoN Pensioners	4A: Pensioners of the GoN and other officials who retired at Pay Level 15 and above and ex-Parliamentarians/Legislators	25,000**
	4B: Pensioners of the GoN and other officials who retired at Pay Level 10 to 14	
	4C: Pensioners of the GoN and other officials who retired at Pay Level less than 10	

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Cat 5: (5a and 5b) General Population	Individuals not falling under any of the Categories 1 to 4 5a: NFSA card holders 5b: residents with valid Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC)	20,000
Total number of Beneficiary Family Units***		3,50,453

**For any additional families enrolled beyond the minimum committed number of families, the State Government shall pay the Insurer based on the discovered premium price per family. All such premium for the first year for each family shall be calculated on a prorated basis from the date of enrolment.*

**** Pensioner data segregated by payscale may be considered to be proportionate to the segregation by payscale of Government employees under Cat 3.**

***** It is expected that total families enrolled could be +/-20% of the projected total families.**

1.5 The Benefits within the scheme, to be provided on a cashless and paperless basis to the beneficiaries up to the limit of their annual coverage, package charges on specific procedures and subject to other terms and conditions outlined herein, are the following

- a. Risk Cover** for each BFU shall include hospitalization and treatment expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment and including defined day care procedures (as applicable) and follow up care along with cost for pre- and post- hospitalisation treatment as detailed in Schedule 3A and Schedule 3B
- b.** From the point of view of Risk Cover, the benefits under the AB PM-JAY CMHIS shall be divided into two categories: (a) Benefits for the AB PM-JAY and general population beneficiaries hereinafter referred to as the **CMHIS(GEN)**, where "GEN" connotes General population; and (b) Benefits for government employees and pensioners hereinafter referred to as the **CMHIS (EP)** where "EP" connotes Government Employees and Pensioners. Table below provides details of coverage type for which each beneficiary category is eligible.

Beneficiary category	Population category	Coverage type
Beneficiary Category 1	AB- PMJAY beneficiaries	CMHIS(GEN)
Beneficiary Category 2	Additional AB- PMJAY beneficiaries	CMHIS(GEN)
Beneficiary Category 3	GoN employees and other officials, and serving Parliamentarians/Legislators	CMHIS(EP)
Beneficiary Category 4	GoN pensioners and ex-Parliamentarians/Legislators	CMHIS(EP)
Beneficiary Category 5	General population (uncovered households above)	CMHIS(GEN)

- c. **Sum Insured for CMHIS (GEN) BFU:** As on the date of commencement of the Policy Cover Period, the AB PM-JAY CMHIS Sum Insured in respect of the Risk Cover for each CMHIS (GEN) BFU shall be Rs. 5,00,000 (Rupees Five Lakhs Only) per family per annum on a family floater basis. This shall be called the Sum Insured for CMHIS (GEN) Beneficiary Family Unit, which shall be fixed irrespective of the size of the Beneficiary Family Unit.
- d. **Sum Insured for CMHIS (EP) BFU:** As on the date of commencement of the Policy Cover Period, the AB PM-JAY CMHIS Sum Insured in respect of the Risk Cover for each CMHIS (EP) Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakhs Only) with an additional top up cover of Rs. 15,00,000 (Rupees Fifteen Lakhs Only) per family** per annum on a family floater basis through Insurance Company. This shall be called the **Sum Insured for the CMHIS(EP) Beneficiary Family Unit**, which shall be fixed irrespective of the size of the Beneficiary Family Unit.
- e) **Risk cover to be provided on a family floater basis:** The Insurer shall ensure that the Scheme's Risk Cover shall be provided to each BFU on a family floater basis covering all the members of the BFU including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such BFU for one or more Claims during each Policy Cover Period. The SHA shall reserve the right to add new family members or delete existing family members as provided in Clause 3.6.
- f) **All pre-existing conditions/diseases to be covered:** The Insurer shall ensure that the Policy covers all pre-existing conditions/diseases from the first day of the start of Policy, only subject to the exclusions given in Schedule 4.
- g) Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The Insurer shall provide coverage for the defined day care treatments, procedures and medical treatments as given in Schedule 3A and Schedule 3B, including all its sub-schedules.
- h) The Insurer shall ensure that expenses incurred for consultation, diagnostic tests, and medicines 3(three) days before the admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 (fifteen) days of the discharge from the hospital for the same ailment/ surgery as detailed in N-HBP 2022 Schedule 3A, Schedule 3B and Schedule 3C are covered under the Policy.

1.6 Benefit Package: AB-PMJAY CMHIS Cover

- The Health Benefit Package for Nagaland shall be called the N-HBP 2022. The N-HBP 2022 has two parts: N-HBP 2022 for CMHIS (GEN) and N-HBP 2022 for CMHIS (EP) as defined in Clause 4.2 of this Insurance Contract.

- The Insurer shall provide cashless benefits within this Scheme under the Risk Cover to all AB PM-JAY CMHIS Beneficiaries up to the limit of their annual coverage as per agreed upon packages and package rates specific to different categories, namely CMHIS (GEN) and CMHIS (EP); which shall include:
 - a. Hospitalization expense benefits;
 - b. Day care treatment benefits (as applicable);
 - c. Follow-up care benefits;
 - d. Pre- and post-hospitalization expense benefits; and
 - e. New-born child/ children benefit
- N-HBP 2022 for CMHIS (GEN): The N-HBP 2022 for the Beneficiary Categories that are eligible for CMHIS (GEN) cover shall cover and include:
- Procedures: The Scheme will cover approximately 1950 in-patient procedures across 27 major clinical specialties. The procedures will include both surgical and medical procedures and limited day-care packages, as listed in Schedule 3A of this Insurance Contract, subject only to the exclusions to the Policy listed under Schedule 4. The list may undergo revisions, additions and deletions as the Scheme progresses, based on the feedback and suggestions received from stakeholders.
- Bundled package costs: The package cost for the procedures referred to in Clause 5.3.1 shall be all inclusive cost which is payable for a particular procedure (including medical management cases), the cost of Implants, high end drugs and diagnostics may be additional in case of few specific procedures.
- N-HBP 2022 for CMHIS (EP): The N-HBP 2022 for the Beneficiary Categories that are eligible for CMHIS (EP) cover shall cover and include:
- Benefit for CMHIS (EP) shall be as per the CGHS package construct.
- Beneficiary Categories that are eligible for CMHIS (EP) cover shall be entitled to in- patient care with differential room entitlement as per employee Pay Level or Pay Level at which the employee retired as specified in Clause 5.4.3.
- For the purposes of room entitlement as provided in Clause 5.4.2, employees of GoN shall be entitled to treatment as per the room entitlement given in the table below:

Employee classification as per

Pay Level	Room entitlement	Maximum Room Rate (Per day)
Pay Level 15 and above	Private ward	3000
Pay Level 10-14	Semi-private ward	2000
Pay Level 9 and below	General Ward	1000
All levels	Day Care (6-8 hours)	500

- i) Room rent is applicable only where prescribed treatment package rates are not available. Room rent includes charges for occupation of bed, diet for patient, charges for electricity and water supply, linen charges, nursing charges and routine up keeping.
 - ii) For patients availing bundled health benefit packages (surgical packages), no separate room rent will be admissible if the patient is treated in ICU/ICCU.
 - iii) Private ward, semi-private ward, and general ward are as per the definitions given by CGHS. Entitlement to rooms and exceptions in case of non-availability of entitled category accommodation, admission to higher or lower category of accommodation, etc., shall be as per extant CGHS guideline.
- For the purposes of room entitlement as provided in Clause 5.4.1, all pensioners of GoN shall be entitled to avail of care with room upgrade as per the room entitlement given in Clause 1.7.2.1 above based on the employee classification level at which they retired from service with the GoN.
 - The Insurer shall ensure that all beneficiaries under Beneficiary Category 3: all employees and other officials of GoN, and serving parliamentarians/Legislators shall be allowed to avail of care with room upgrade per their room entitlement provisions set forth in Clause 5.4.3.
 - The Insurer shall ensure that all beneficiaries under Category 4: GoN pensioners and ex-parliamentarians/Legislators shall be allowed to avail of care with room upgrade as per their room entitlement provisions set forth in Clause 5.4.4 based on the employee classification level at which they retired from service with the GoN.
 - The benefits under the CMHIS (EP) shall be organized on a cashless basis at empanelled hospitals.
 - For treatment within Nagaland of Beneficiaries eligible for CMHIS (EP), shall follow the following construct as per prescribed rates detailed out in N-HBP 2022 for CMHIS(EP) in Schedule 3B :
 - a) The prescribed package rates are for semi-private ward. If the beneficiary is entitled for general ward there will be a decrease of 10% in the rates. For private ward entitlement there will be an increase of 15%. However, the rates shall be the same for investigation irrespective of entitlement.
 - b) Package rate includes all the expenses for in-patient treatment, and specific daycare procedures. Beneficiaries are permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge, including (but not limited to):
 - Registration charges
 - Admission charges
 - Accommodation charges
 - Diet charges
 - Operation charges
 - Injection charges
 - Dressing charges
 - Doctor consultant charges
 - ICU/ICCU charges
 - Monitoring charges
 - Transfusion charges
 - Anesthesia charges

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- Operation theatre charges
- Procedural charges
- Surgeon fee
- Surgical disposables cost
- Medicines cost
- Physiotherapy charges
- Nursing charges

c) For implants, stents, grafts, consumables, drugs, not specifically mentioned in the NHBP 2022 for CMHIS (EP) list, the lower of the rates as per PMJAY (Gen) rates or CGHS or NPPA (National Pharmaceutical Pricing Authority) ceiling rates shall be applicable. If no prescribed ceiling rates are available, the cost shall be paid as per actual.

- For treatment outside Nagaland of Beneficiaries eligible for CMHIS (EP), CMHIS (EP) Beneficiaries can access care at any CGHS empaneled hospital (on CGHS rates applicable for that city) across India with room category as per their room entitlement as per the provisions of Clause 5.4.3 and Clause 5.4.5;
- The Insurer shall provide cashless benefits as per the Benefit Packages furnished in Schedule 3: 'N-HBP 2022 and Packages Rates' and its sub-schedules subject to exclusions set forth in Schedule 4: 'Exclusions to the Policy'.
- The Insurer shall ensure pre-authorization of pre-defined cases within the prescribed turn-around time for availing select treatment in any empanelled hospitals.
- Except for exclusions listed in Schedule 4, treatment/procedures will also be allowed, in addition to the procedures listed in Schedules 3A and 3B, of up to the limit of Insurance Cover (called 'Unspecified Procedure') to all AB PM-JAY CMHIS Beneficiaries within the overall limit of Rs. 5,00,000 for CMHIS (GEN) and with an additional top up cover of Rs. 15,00,000 for CMHIS (EP). Operations pertaining to Unspecified Procedure are to be governed as per Unspecified Package Guidelines provided under Schedule 3C.
- The Insurer shall reimburse claims of Empanelled Health Care Provider under the Scheme based on N-HBP 2022 Package Rates determined as follows:

i) If the package rate for a medical treatment or surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is fixed in Schedule 3 (including Schedules 3A & 3B), then the Package Rate so fixed shall apply for the Policy Cover Period.

ii) If the package rate for a surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is not listed in Schedule 3 (including Schedules 3A & 3B), then the Insurer may pre-authorize an appropriate amount based on rates for similar procedures defined in Schedule 3 (including Schedules 3A & 3B) or based on other applicable national or state health insurance Schemes such as CGHS. In case of medical care, the rate will be calculated on per day basis as specified in Schedule 3 (including Schedules 3A & 3B) except for special inputs like high end medicines and radiological diagnostic, high-end histopathology (Biopsies) and advanced serology investigations packages or some other special inputs existing in the N-HBP 2022 (or are released by the SHA from time to time) which can be clubbed with medical packages.

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- iii) All AB PM-JAY CMHIS beneficiaries shall have the option to use other sources of funding over and above AB PM-JAY CMHIS wallet (if required) for availing healthcare services as provided in Schedule 5.
- iv) In case a Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, thereupon the 2nd surgical procedure and any follow procedures thereafter shall be reimbursed at 50% of package rate.
- v) Surgical and Medical packages will not be allowed to be availed at the same time (except for certain add on procedures as defined in Schedule 3A and Schedule 3B). In exceptional circumstances, hospital may raise a request for such pre-auth which will be decided by SHA with the help of concerned medical specialist.
- vi) Certain packages as mentioned in Schedule 3A and Schedule 3B will only be reserved for Public EHCPs as decided by the SHA. The SHA may permit availing of these packages in Private EHCPs only after a referral from a Public EHCP is made.
- vii) Incentivization will be provided to AB PM-JAY CMHIS empanelled hospitals based on the guidelines provided in Schedule 3D which will be over and above the rates defined in Schedule 3A. However no incentives will be applied for providing treatment to CMHIS (EP) beneficiaries, and the rates provided in Schedule 3B are fixed with no additional incentive.
- For the purpose of Hospitalization expenses as package rates shall include all the costs associated with the treatment, amongst other things:
 - a. Registration charges.
 - b. Bed charges
 - c. Nursing and boarding charges.
 - d. Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
 - e. Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
 - f. Medicines and drugs.
 - g. Cost of prosthetic devices, implants etc. (as per Schedules 3A and 3B).
 - h. Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add- on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - i. Food to patient.
 - j. Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests, and medicines 3(three) days prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 (fifteen) days after discharge from the hospital for the same ailment / surgery.
 - k. Any other expenses related to the treatment of the patient in the hospital.
 - For the purpose of Day Care Treatment expenses shall include, amongst other things:
 - a. Registration charges.
 - b. Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.
 - c. Anaesthesia, blood transfusion, oxygen, operation theatre charges, cost of surgical appliances, etc.
 - d. Medicines and drugs.

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- e. Cost of prosthetic devices, implants, organs, etc.(as per Schedules 3A and Schedules 3B).
 - f. Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - g) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests, and medicines 3 (three) days prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 (fifteen) days after discharge from the hospital for the same ailment / surgery.
 - h. Any other expenses related to the Day Care Treatment provided to the Beneficiary by an Empanelled Health Care Provider.
- Revision/Stratification of Package Rates during Term of the Insurance Contract: The SHA may, following due diligence and based on the incidence of diseases or reported medical conditions or on its own, if deemed necessary, suggest revision of HBP to add packages which are frequently being booked under Unspecified and do not fall under exclusion as per Policy, then.
- a. If Packages are added/ revised and cost of added/revised package is below Rs. 1,00,000 (Rupees one Lakh only) then revision/addition is binding on the Insurer without any additional financial implication on the SHA, in case the procedures were otherwise allowed in unspecified package. In this case revised/added package rates shall be deemed to have been included in Schedule 3A and Schedule 3B with effect from the date on which the SHA informs the Insurer in writing.
 - b. If Packages are added and cost of added package is above Rs. 1,00,000 (Rupees one lakh only) and in cases the cost of package is less than Rs 1,00,000 but it was earlier excluded from the N-HBP 2022, then the Insurer shall make the claims payment of such packages and the SHA will make quarterly payment for such claims as per the actual additional expenditure by the Insurance Company.
 - c. If there is an increase in cost of any existing package midterm of the Policy Period, then the claims of increased cost of package shall be first paid by the Insurer and this additional cost will be paid by the SHA as per the actual additional expenditure incurred by Insurer due to increased cost of package.
 - d. There shall be no financial implication on any Party if certain Packages are dropped/or cost is reduced from the existing Package list. No change in premium or payment to the Insurer shall be made in case of changes in reservation policy.
- The SHA and the Insurer shall publish the Package Rates on its website in advance of each Policy Cover Period.
 - As a part of the regular review process, the Parties shall review information on incidence of common medical treatments or surgical procedures that are not listed in Schedule 3A and Schedule 3B and that require hospitalization or day care treatments (as applicable).
 - No claim processing of package rate for a medical treatment or surgical procedure or day care treatment (as applicable) that is determined or revised shall exceed the total of Risk Cover for a Beneficiary Family Unit.

- Benefits under the AB PM-JAY CMHIS shall be available to AB PM-JAY CMHIS Beneficiaries only through Empanelled Health Care Providers, subject to:
 - a. The benefits under the AB PM-JAY CMHIS Risk Cover shall only be available to a Beneficiary through an EHCP after Aadhaar based identification as far as possible as per SHA defined Guidelines on beneficiary identification and enrolment. In case Aadhaar is not available then other defined Government recognised ID will be used for this purpose. State Government shall share with the insurance company within 7 days of signing the agreement a list of defined Government IDs.
 - b. The benefits under the CMHIS (GEN) and CMHIS (EP) Cover shall, subject to the available Sum Insured, be available to the Beneficiary on a cashless and paperless basis at any EHCP.
 - c. Specialized tertiary level services shall be available and offered only by the EHCP empanelled for that service. Not all EHCPs can offer all tertiary level services unless they are specifically designated by the SHA for offering such tertiary level services.
 - ✓ In order to provide above benefits to the eligible families, the Insurance Company will have to, but not be limited to, perform the following tasks:
 - ✓ Set up of offices and deployment of staff as set forth in the Insurance Contract and Schedules to the Insurance Contract;
 - ✓ Online verification of Beneficiaries based on beneficiary verification requests submitted by the Empaneled Health Care Providers (EHCP) or by other card generating agencies that may be independently deployed by the SHA from time to time. The verification exercise will lead to either approval of the Beneficiary by the Insurance Company as per Scheme guidelines or recommendations to the SHA for rejection of beneficiaries;
 - ✓ Undertake preauthorization of procedures as per Scheme guidelines based on pre-authorization requests from the EHCPs;
 - ✓ Provide coverage to Beneficiaries availing portability services under the Scheme, that is availing of services outside Nagaland;
 - ✓ Process and manage all claims from the EHCPs;
 - ✓ Payment of eligible claims within the prescribe timeframe as per Scheme guidelines;
 - ✓ Audit compliances as per the terms and conditions of the Insurance Contract;
 - ✓ Anti-fraud measures as per the terms and conditions of the Insurance Contract;
 - ✓ Address grievances of beneficiaries, hospitals, and other stakeholders; and
 - ✓ Support the SHA in monitoring and evaluation related activities of the Scheme implementation.

2. Purpose and Scope of this Tender Document

- 2.1** The purpose of this Tender Document is to select the most competent and competitive **TPA** to provide the *Benefit Risk Cover and all Services as required by The OICL* under the Scheme referred to in **1.3** above and in detail in **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB-PMJAY Scheme as issued and to be issued by Govt. of Nagaland/SHA.**
- 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 **TPAs**

to provide **services to eligible AB- PMJAY Beneficiary Family Units in the State.**

2.3 In addition to the number of eligible AB- PMJAY CMHIS Beneficiary Family Units as given above, the MoHFW/ State Government of Nagaland/ Other Ministries may add more beneficiaries to the Scheme as part of additional sponsored category. The unit of coverage for Benefit Risk Cover will be a AB- PMJAY Beneficiary Family Unit, which will include all family members as further defined in **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY Scheme as issued and to be issued by Govt. of Nagaland/SHA.**

2.4 The OICL hereby invites applications from interested and eligible **TPAs** to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.

2.5 The following process shall be adopted:

2.5.1 Bid is invited for the entire State.

2.5.2 Financial Bid of the concerned bidder shall be opened if they qualify only in the Technical Bid.

2.5.3 The lowest bidder will be the winner (L-1).

2.5.4 The OICL reserves the right to reject any or all tenders without assigning any reason.

2.5.5 In case there are two or more Bidders quoting the same lowest Financial Proposal, The Bidder scoring highest marks in Technical Proposal Evaluation will be selected as L-1 bidder The selection in such cases shall be at the sole discretion of the OICL.

2.6 Consortium Not Allowed

2.6.1 Consortium applications are not allowed under this Tender Document.

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

The Bidder should unconditionally accept the terms and conditions of this Tender Document. If any Bidder fails to meet the minimum Qualification Criteria, its Bid shall be summarily rejected.

3. Grounds for Rejecting the Bid

3.1 Fraud and Corruption

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

3.1.2 Without prejudice to the rights of **The OICL** under **Clause 4.1**, if a Bidder is found by **The OICL** 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 OICL** for a period of three years from the date that such an event occurs.

3.1.3 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 OICL** 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 OICL**, 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 Service Level Agreement**, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the **Service Level Agreement**, who at anytime has been or is a legal, financial or technical advisor of **The OICL** 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 OICL** 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. Conflict of Interest

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

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

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

- 4.2. 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:
- 4.2. b) 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
- 4.2. c) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- 4.2 d) 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 such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- 4.2 e) 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 OICL** 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 OICL**, any additional information sought by **The OICL** for the purposes of evaluating the Bid.
- 4.3.2 **The OICL** 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 OICL**, 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 Service Level Agreement**, 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 OICL** to the Bidder, without **The OICL** being liable in any manner whatsoever to the Bidder.

4.4 Other Grounds Declaring a Bid Ineligible

- 4.4.1 If the bidder has:
- 4.4.1(a) been black-listed to bid for government sponsored health insurance schemes by Government of India or Government of Nagaland or any PSU/Any Insurance Company, and such black-listing subsists as on the last date of bid submission; or
 - 4.4.1 (b) failed to comply with the Insurance Laws/**Regulation** and such non-compliance continues as on the last date of bid submission; or
- 4.4.2 A Bid submitted by any such **TPA** shall be rejected by **The OICL** at any stage that **The OICL** acquires any such knowledge and undertakes its due diligence.
- 4.4.3 The TPA should not have any pending cases of fraud/ongoing investigations by any PSU organization or government organization/Any Insurance Company.

4.5 OICL's Right to Evaluate Eligibility

- 4.5.1 **The OICL** reserves the right to require a Bidder to submit documentary evidence, in the form and manner that **The OICL** deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
- 4.5.1 (a) after the last date of bid submission; or
 - 4.5.1 (b) prior to or after the issuance of the NOA or execution of the **Service Level Agreement**, if such a Bidder is selected as the Successful Bidder.

- 4.52 **The OICL** 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 OICL** will neither relieve the Bidders of their obligations or liabilities nor affect any rights of **The OICL** under this Tender Document.
- 4.53 If **The OICL** is of the opinion that the Bidder does not satisfy the Qualification Criteria, then **The OICL** shall have the right to:
- 4.5.3 (a) disqualify the Bidder and reject its Bid; or
- 4.5.3. (b) revoke the NOA or terminate the **Service Level Agreement** after acceptance of its Bid by issuing a written notice to the Bidder.
- 4.54 The **OICL's** determination of a Bidder's eligibility shall be final and binding. The OICL 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 Service Level Agreement executed with it.
- 4.55 If the **OICL** terminates the **Service Level Agreement** in accordance with **Clause 4.4** and /or **Clause 4.5**, then the **TPA** shall be liable to repay the **service charges** received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the **Service Level Agreement**, including liability to pay penal charges, if any, levied by the **The OICL**.
- 4.56 **The OICL** reserves the right to terminate the NOA issued to the L1 bidder at any stage, in case there is any deficiency of service as well as non fulfilment of KPIs by the TPA. In that case the contract will be awarded to the L2 Bidder.

5. Clarifications and Suggestions

5.1 Clarifications and Queries

- 5.1.1** If a Bidder requires any clarification on the Tender Document, it may notify the OICL in writing, provided that all queries or clarification requests should be received on or before the due date.
- 5.1.2** **The OICL** shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the due date.
- 5.1.3** The responses to such queries shall be mailed to **the concerned bidders**.
- 5.1.4** **The OICL** 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 OICL** to respond to any query or to provide any clarification.

5.1.5 The OICL may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by **The OICL** shall be issued **on or before the due date**.

5.1.6 Verbal clarifications and information given by **the OICL**, or any other person for or on its behalf shall not in any way or manner be binding on the **The OICL**.

5.1.7 Should **The OICL** 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**.

6. Amendments to the Tender Documents

6.1 Issuance of Addenda

6.1.1 The OICL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s), 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 OICL** 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.

7. Preparation of Bids

7.1 Interpretation of Tender Documents

7.1.1 The entire Tender Document with all **Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY CMHIS Scheme as issued and to be issued by Govt. of Nagaland, SHA or The OICL, 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 OICL 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 OICL 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 OICL**.

7.2.2 **The OICL** 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 OICL** 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 OICL** as a part of the bid submission documents, 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 OICL** during the bid evaluation.

7.4 Due Diligence by the Bidder

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

742 **The OICL** 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.

8. **Financial Bid Submission**

8.1 Bidders shall only submit the Financial Bid in the format set out **in this Tender as per Appendix G** and not include any other documents as part of the Financial Bid. For each AB-PMJAY CMHIS Beneficiary Family Unit eligible and covered under the Scheme the **TPA fee** quoted shall be per annum for 3 Years and shall be inclusive of all costs including costs, expenses, service charges, taxes, cess, and overheads; and all

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

9. Signing of the Bid

9.1.1 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.

10. Submission of the Bid

10.1 Each Bidder shall submit their bid **to The Oriental Insurance Co. Ltd, Regional Office – Guwahati, Assam** as per the guidelines and instructions specified in this Tender Document.

10.2 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.

11. Withdrawal / Modification of Bids

11.1 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 OICL**.

11.2 If **The OICL** 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.

11.3 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

12. Opening of Bids

- a. The OICL shall open the bids at the date and time indicated in the Data Sheet.
- b. Maximum two authorized representative (s) of the bidder (s) can attend the bid opening.
- c. 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.
- d. 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.

- e. The Bidders may remain present in the Regional Office-Guwahati of **The OICL** at the time of opening of Financial Bids.
- f. Any information contained in a Bid will not in any manner be construed as binding on **The OICL**; but will be binding on the Bidder, in the event that the **Service Level Agreement** is subsequently awarded to it on the basis of such information.

13. Execution of Insurance Contract

a. Notification of Award

- i. Upon selecting the Successful Bidder(s), The OICL will issue Notification of Award (**NOA**) to the Successful Bidder (s):
 - declaring it as the Successful Bidder (s);
 - accepting its Financial Bid;
 - requesting it to fulfill the conditions as specified in **Clause 14; and**
- b. subject to fulfillment of the conditions as specified in **Clause 14**, requesting it to execute the Service Level Agreement, which will be based on in **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY Scheme as issued and to be issued by Govt. of Nagaland/SHA.**

14. Security Deposit (SD):

14.1 The empanelled TPAs would deposit (demand Draft) with The OICL a sum of **Rs.5.00 Lacs (Rupees Five Lacs)** as interest free security money at the time of signing of Service Level Agreement. In the event the empanelled TPA do not undertake the job or breach the contract as specified, the security money would be forfeited.

14.2 The SD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of The Oriental Insurance Company Limited, on any scheduled bank, payable at Guwahati.

15. Documents Comprising the RFP:

15.1 The Bidder would provide all the information as per this document. Only those Proposals that are received in the required format and are complete in all respects would be evaluated. Each Proposal shall comprise the following:

A. Qualification Criteria:

- a. Covering letter in the format set out in Appendix B, as applicable

- b. Details of the Bidder in the format set out in Appendix C, as applicable
- c. Anti-collusion certificate in the format set out in Appendix D
- d. Technical Bid Eligibility Criteria and necessary documents as per format set out in Annexure E
- e. Evaluation of Technical Proposal as per Annexure F
- f. Power of Attorney for signing the Bid in the format set out in Annexure H.
- g. Letter of Undertaking as per Annexure I.

B. Technical Proposal:

Technical proposal in the format as set out above under A. Qualification Criteria. The technical proposal should be sealed in a separate envelope clearly marked in bold "SECTION A – QUALIFICATION PROPOSAL FOR SERVICING "AB-PMJAY CMHIS" Nagaland Scheme, written on top of the envelope.

The Proposal shall be typed or written in indelible ink and each page shall be initialed by an Authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

C. Financial Proposal:

The Bidder is expected to quote the rates for 3 years as per the format provided in Appendix G. However, the Financial Proposal shall be evaluated as a whole.

No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason. However, if the last date of submission of tender is declared as a holiday by the government then it will be extended to the next working day.

15.2 Bidders are advised to study the Tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal.

16. Sealing and Marking of Proposal:

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

- 16.1 The bidder shall seal the Qualification and Financial bids in two **separate** sealed envelopes super scribed with type of bid.

The following information must be there on both the envelopes:

- a. Name and Address of Bidder.
- b. Contact person and phone numbers.
- c. "RFP for providing support service for "AB-PMJAY CMHIS, NAGALAND"

16.2 If the envelope is not sealed and marked as instructed above, this office assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the committee, be rejected.

17. Proposal Due Date: 26.09.2022 , 11:00 Hrs

17.1 Complete bid document should be submitted to The OICL by 26-03-2021 11:00 Hrs .Bid documents received later than the prescribed date and time will not be considered for evaluation. Proposals submitted by either facsimile transmission or telex will not be accepted.

17.2 The OICL may in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

Proposals are to be opened in the presence of Tender Evaluation Committee, only.

18. Evaluation:

18.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Appendix E & F respectively.

18.2 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of this document and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this document.

18.3 The Proposal would be considered to be responsive if it meets the following conditions:

- a. It is received /deemed to be received by the Proposal Due Date including any extension thereof.
- b. It is signed, sealed and marked as stipulated in the RFP.
- c. It contains all the information and documents as requested in this document.
- d. It contains information in formats specified in this document.
- e. It mentions the validity period as stipulated in the RFP.
- f. There are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is the one that confirms to the preceding requirements without material deviation or reservation.

A material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) Which limits in any substantial way, inconsistent with this document, The OICL's rights or the Bidder's obligations under the Agreement, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

18.4 The responsive proposals shall be evaluated as per the criteria set out in Appendix E & F

18.5 The Bidder shall submit the Technical Proposal as set out in Appendix E & F.

18.6 The format for quoting the Financial Proposal is set out in Appendix G.

18.7 The Financial Proposals of only the Technically Qualified Bidders would be opened.

18.8 The Bidder making the lowest Financial Proposal i.e. lowest Service Charges would be declared as the Preferred Bidder. The OICL may either choose to accept the Proposal of the Preferred Bidder or invite him/her for negotiations. The OICL reserves the right to reject any or all tenders without assigning any reason.

18.9 In case there are two or more Bidders quoting the same lowest Financial Proposal, The OICL may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the OICL. The information of negotiations will be given to both the bidders.

18.10 The OICL reserves the right to engage the TPA.

18.11 The OICL reserves the right to reject any Proposal, if:

- a) At any time, a material misrepresentations made or discovered; or
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

18.12 In the event of acceptance of the Preferred Bidder with or without negotiations, The OICL shall declare the Preferred Bidder as the Successful Bidder. The OICL shall notify the Successful Bidder through a Letter of Award (LoA) that its Proposal has been accepted.

18.13 The Successful Bidder shall enter into an agreement **within 1 day** of the issue of Letter of Award (LoA) or within such further time as the OICL may agree to, in its sole discretion.

19. Period of Agreement:

- a. The agreement with the TPA will be for a period of maximum 3 years (initial 2 years with provision of one more year of extension), subject to performance review after two years and renewal.

20. Payment of Service Charges:

The OICL will pay the Service Charges to the TPA directly in 4 (four) installments of the total service charges as under:

20.1) The first installment of TPA fees will be 30% of the annual fees payable, only after receipt of first installment of premium of State & Central share in Full.

20.2) The second installment of TPA fees will be 30% of the annual fees payable, only after receipt of second installment of premium of State & Central share in Full.

20.3) The third installment of TPA fees will be 30% of the annual fees payable, only after receipt of third installment of premium of State & Central share in Full.

20.4) Remaining 10% of the TPA fees shall be paid at the expiry of the policy and after receipt of NOC from SHA.

21. Failure of the Successful Bidder to comply with the requirements of Clause 17 or Clause 18.13 shall constitute sufficient grounds for the annulment of the Letter of Award (LoA). In such an event, The OICL reserves the right to;

- a. Either invite the next lowest Bidder for negotiations, or;
- b. Take any such measures as may be deemed fit in its sole discretion, including annulment of the bidding process.

22. Notwithstanding anything contained in this document, The OICL reserves the right to appoint one or more TPA to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

23. The provisions of **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum's, pre-bid query replies, annexures and all parts of the AB- PMJAY Scheme as issued and to be issued by Govt. of Nagaland/SHA or as decided by The OICL** shall be applicable on the selected bidder and all the roles, responsibilities and duties of the insurer as are mentioned in the said Tender Document or as decided by Govt of Nagaland/Govt of India or The OICL at any stage, shall be undertaken by the selected Third Party Administrator. **TPA shall assist in fulfillment of all commitments made by The OICL with SHA, Nagaland.**

24. If SHA/Govt of Nagaland/Govt of India or The OICL make any modification in the scheme or the responsibilities, roles and duties of the insurer, the same shall be applicable on the selected bidder.

25. The OICL reserves the right to modify this tender document at any point which shall be binding on the selected bidder.

26. The interpretation of provisions as mentioned in point 23 above, in case of any ambiguity, shall be as per the OICL.

27. The Turn-Around-Time for processes related to claims, pre-authorization, data submission and for processes as stipulated as per the **Volume II and Volume III of the Tender floated by SHA, Nagaland**

28. General

Confidentiality and Propriety Data

28.1 The Tender Documents, and all other documents and information that are provided by the SHA are and shall remain the property of the OICL 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.

28.2 The OICL 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.

28.3 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 OICL or such Bidder on or matters arising out of or concerning the Bidding Process.

28.4 Except as stated in these Tender Documents, the OICL 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 OICL 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 OICL or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

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.

Disclaimer: Any other obligation/responsibilities, if left out above will be as per the **Volume II & III of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum, pre-bid query replies, annexures, HBL Package 2.1 and all parts of the AB- PMJAY Scheme as issued and to be issued by Govt. of Nagaland/SHA.**