

**Tender Document for Selection of Third Party Administrator for
the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)**

In the State of Nagaland

Date: 18th December'2019

Instruction to Bidders

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

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

Applications are invited from the interested TPA's to service AB-PMJAY, Nagaland, Strictly as per terms and conditions extract in Volume II and III of the Tender Document issued on 05/12/2019.

Project title	AYUSHMAN BHARAT – PRADHAN MANTRI JAN AROGYA YOJNA (ABPMJAY)
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	Technical Bid and Financial Bid as per Annexures F and H
Pre-bid conference	No
Contact details for all queries	Designation: Health Manager Address: RO Guwahati Tel No.: 9401326123, Email: huzaf.sadek@orientalinsurance.co.in Tel No.: 9706725050, Email: kr_pradeep@orientalinsurance.co.in
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	<ol style="list-style-type: none"> 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. The bidder must have operational experience in servicing Health Insurance policy in the North East States. The bidder must have Annual Turnover of Rs. 10.00 crores in each of the previous three (3) financial years(2016-17, 2017-18 & 2018-19) The Bidder must unconditionally and irrevocably accept the terms and conditions of the Tender Document of AB-PMJAY (Volume II and III of AB-PMJAY) in the State of Nagaland issued except for the role and function that are insurer's core function or that relates to its assumption of risk under AB-PMJAY, Nagaland. The bidder must have experience in handling health claims by processing at least 2,00,000 claims during the financial year 2018-19 and should have serviced AB-PMJAY or Government Scheme in any state of India/UT of India. The bidder must have experience in processing medical claims of not less than Rs.200 Crores during year 2018-19 and should have minimum 3 doctors on payroll/consultant with minimum MBBS qualification during last financial year 2018-19. The bidder must be an income tax assessee. The bidder must not have been black listed by any Central Government/SHA/NHA/UT Administration/PSU/Insurers.

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

	<ul style="list-style-type: none"> i. 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 to any insurer. j. The bidder must have complied with PF, ESIC, GST and other legal provisions k. IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with AB-PMJAY/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 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. l. The bidder must have adequate manpower (including Doctor's) at all places as required in the AB-PMJAY Tender Document's issued by Government of Nagaland dated 05/12/2019 including Project Officers and Infrastructure as required to service the scheme as per terms and conditions expressed in Volume II and III of AB-PMJAY, Nagaland for effective servicing of the scheme. m. They must have fully functional TPA office in the State of Nagaland. In absence of the same, they shall be required to setup the offices and infrastructure before the start of the policy. n. They must have capability to provide offices, manpower and other required infrastructure as per the provisions of this Scheme. o. A certificate that all the above points are complied with by the bidder should be provided. p. A certificate should be given that Volume II and Volume III of the Tender Document of AB-PMJAY, Nagaland issued by SHA, has been read by the bidder. q. In case of any ambiguity between the terms & conditions of this tender and the tender document of AB-PMJAY issued by SHA, Nagaland on 5th December 2019, the terms and conditions of Volume II & III of Tender Documents of AB-PMJAY issued by SHA, Nagaland will prevail and will be binding.
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.

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

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	18.12.2019
Last date of receiving queries	19.12.2019 13:30 Hrs
Pre-bid meeting	NA
Last date of bid submission	20.12.2019 16:00 Hrs
Date and time of technical bid evaluation	20.12.2019 16:30 Hrs
Date and time of Financial Bid opening	20.12.2019 17:30 Hrs
Acceptance of Notice of Award	20.12.2019 18:30 Hrs
Signing of Service Level Agreement	On 21 st December'2019
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, 1 st Floor, Godrej Building, G.S.Road, Ulubari, Guwahati, Assam – 781007. The Bid must reach in the above address on or before the due date 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 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 in the State of Nagaland, without assigning any reason whatsoever.

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

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

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 Yojana, 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 hospitalization coverage of Rs. 5,00,000/- that the insured families would receive under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana.

Bid refers to the qualification bid and the financial bids submitted by an eligible **Third Party Administrator (TPA)** 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 OICL** 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.

Bidder shall mean any eligible **Third Part Administrator (TPA)** which has submitted its bids in response to this Tender Document released by **The OICL**.

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

Selection Of TPA for Servicing of AB-PMJAY, 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 Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana.

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

Third Party Administrator, hereinafter referred to as TPA, means any person who is licensed under the IRDAI (Third Party Administrator Health Services), Regulations 2019 notified by the authority and is engaged for a fee or remuneration by an insurance company for the purposes of providing health services as defined in those Regulations.

For the purpose of this tender, it will also mean 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 **Service Level Agreement with The OICL**.

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)

Successful Bidder(s) shall mean the Bidder(s) **(TPA)** whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted and with whom **The OICL** intends to select and sign the **Service Level Agreement** for this Scheme.

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

Selected Bidder(s) shall mean the successful **bidder(s)** who has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the **Service Level Agreement with The OICL**.

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.

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

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 all amendments, modifications, addendums, annexures and all parts of the AB-PMJAY Scheme as issued by **the SHA or The OICL at any point of time**.

Instruction to Bidders

1. Context

1.1 The name of the Scheme is the “AYUSHMAN BHARAT – PRADHAN MANTRI JAN AROGYA YOJANA ” and shall hereafter be referred to as the AB- PMJAY.

1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un - organized workers(in Urban Sector) of the Socio - Economic Caste Census (SECC) database of the State/ UT Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State / UTs to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below.

1.3 The following benefits will be covered for the eligible AB- 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 hospitalization cover
- c. **Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakhs 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.

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 all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB- PMJAY Scheme as issued by SHA.**

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, annexures and all parts of the AB-PMJAY Scheme as issued by 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.**

District wise profile of the identified families is given below:

Sl.	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** In addition to the number of eligible AB- PMJAY 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, annexures and all parts of the AB-PMJAY Scheme as issued by 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 being 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 Bidder making the lowest Financial Proposal i. e. lowest Service Charges would be declared as the Preferred Bidder (L-1). 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.

2.5.5 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.

Eligibility of Bidders

Qualification Criteria

1. 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.
2. The TPA should have operational experience of minimum of 5 years prior to 31/03/2019
3. Having Annual Turnover of Rs. 10.00 crore in each of the previous three (3) financial years(2016-17 , 2017-18 & 2018-19)
4. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
5. The bidder must have operational experience in servicing Health Insurance policy in the North East States.
6. Experience in handling health claims- should have processed at least 2,00,000 claims during the financial year 2018-19 and serviced AM-PMJAY/ Government scheme in any state of India.
7. Having experience in processing medical claims of not less than Rs.200 Crores during year 2018-19 and should have minimum 3 full time medical consultants/ doctors with minimum MBBS qualification during last financial year 2018-19, supporting document- Submit appointment letter, Form I6/Form I6 A of financial year 2018-19.
8. Should be an income tax assessee.
9. The TPA should not have any pending cases of fraud/ongoing investigations and have not been black listed by any State Government/ Central Government or their agencies/Insurance Companies.

10. PF, ESIC, GST compliant.
11. IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with AB-PMJAY/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 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.

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.
- 3.2 **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.

4.2 Conflict of Interest

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

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

4.2.3.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:

4.2.3.a.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

4.2.3.a.ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.

4.2.3.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 such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

4.2.3.c) 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.

4.5.2 **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.

4.5.3 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.

4.5.4 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.

4.5.5 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. Clarifications and Suggestions

4.1 Clarifications and Queries

4.1.1 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 and time mentioned in the Data Sheet.

4.1.2 **The OICL** shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Data Sheet.

4.1.3 The responses to such queries shall be mailed to **the concerned bidders**.

4.1.4 **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.

4.1.5 **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 date specified in the Data Sheet**.

4.1.6 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**.

4.1.7 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**.

5. Amendments to the Tender Documents

5.1 Issuance of Addenda

5.1.1 **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.

5.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued in accordance with this **Clause 6.1**.

5.1.3 Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.

5.1.4 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.

6. Preparation of Bids

6.1 Interpretation of Tender Documents

6.1.1 The entire Tender Document with **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB-PMJAY Scheme as issued by SHA or The OICL, must be read as a whole.**

6.1.2 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.

6.1.3 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.

7. Content of Bids

8.1 Financial Bid Submission

821 Bidders shall only submit the Financial Bid in the format set out **in this Tender** and not include any other documents as part of the Financial Bid. For each AB-PMJAY Beneficiary Family Unit eligible and covered under the Scheme the **TPA fee** quoted shall be per annum 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.

8.3 Signing of the Bid

831 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

841 Each Bidder shall submit their bid **to RO Guwahati** as per the guidelines and instructions specified in this Tender Document.

842 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.

8.6 Withdrawal / Modification of Bids

- 8.61 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**.
- 8.62 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.
- 8.63 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

8. Opening of Bids

- 8.1 The OICL shall open the bids at the date and time indicated in the Data Sheet.
- 8.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 8.3 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.
- 8.4 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.
- 8.5 The Bidders may remain present in the Office of **the OICL** at the time of opening of Financial Bids.
- 8.6 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.

9. Execution of Insurance Contract

9.1 Notification of Award

- 9.1.1 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 11; and**
- subject to fulfillment of the conditions as specified in **Clause 11**, requesting it

to execute the Service Level Agreement, which will be based on **all Volumes of Tender Documents of GON for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB-PMJAY Scheme as issued by SHA.**

11. Security Deposit (SD):

11.1 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.

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

12. Documents Comprising the RFP:

12.1 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 C, as applicable
- b. Details of the Bidder in the format set out in Appendix D, as applicable
- c. Anti-collusion certificate in the format set out in Appendix E
- d. Technical Bid Format along with Proof of Eligibility (Qualification Criteria) in the format set out in Annexure F
- e. Evaluation of Technical Proposal as per Annexure G
- f. Power of Attorney for signing the Bid in the format set out in Annexure I.
- g. Letter of Undertaking as per Annexure J.

B. Technical Proposal:

Technical proposal in the format as set out in Appendix G. The technical proposal should be sealed in a separate envelope clearly marked in bold "SECTION A –TECHNICAL PROPOSAL FOR SERVICING "AB-PMJAY" 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 1 year as per the format provided in Appendix H. 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.

12.2 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.

13. Sealing and Marking of Proposal:

13.1 The bidder shall seal the technical and financial bids in two separate envelopes superscribed with type of bid. Further, these two sealed envelopes will be placed in single sealed envelope.

13.2 The single envelope, containing two sealed envelopes of technical and financial bids must be super-scribed with the following information:

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

13.3 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.

14. Proposal Due Date: .20/12/2019. 16:00 Hrs

14.1 Complete bid document should be submitted to The OICL by 20/12/2019 16:00 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.

14.2 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.

15. Evaluation:

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

15.2 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.

15.3 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.

Selection Of TPA for Servicing of AB-PMJAY, Nagaland

- b. It is signed, sealed and marked as stipulated in Clause 7 and Clause 8.
- 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 set out in Clause 5.
- 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.

15.4 The responsive proposals shall be evaluated as per the criteria set out in Appendix F & G.

15.5 The Bidder shall submit the Technical Proposal as set out in Appendix G.

15.6 The format for quoting the Financial Proposal is set out in Appendix H.

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

15.8 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.

15.9 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.

15.10 The OICL reserves the right to engage the TPA.

15.11 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.

16. 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.

17. 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.

18. 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.

19. 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:

19.1) 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.

19.2) 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.

19.3) 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.

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

20. Failure of the Successful Bidder to comply with the requirements of Clause 14 or Clause 17 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.

21. 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.

22. The provisions of **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB-PMJAY Scheme as issued by 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.

23. 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.

24. The OICL reserves the right to modify this tender document at any point which shall be binding

on the selected bidder.

25. The interpretation of provisions as mentioned in point 22 above, in case of any ambiguity, shall be as per the OICL.

26. 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**

27. SCOPE OF WORK: As per Annexure B and As per 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.