

# **REQUEST FOR PROPOSAL**

**FOR**

**Selection of Implementation Support Agency (ISA) for the  
implementation of Ayushman Bharat – Pradhan Mantri Jan  
Arogya Yojana in the State of Bihar**

**ISSUED BY:**

**Bihar Swasthya Suraksha Samiti (BSSS)**

**(August 2020)**

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## Abbreviations

AB-PM JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
AL	Authorization Letter (from the ISA)
BFU	Beneficiary Family Unit
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
INR	Indian National Rupees
ISA	Implementation Support Agency
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
NOA	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

## Bid Data Sheet

<b>Project title</b>	<b>AYUSHMAN BHARAT – Pradhan Mantri Jan Arogya Yojana (AB-PM JAY)</b>
<b>Name of Bid Inviting Authority</b>	<b>Bihar Swasthya Suraksha Samiti (BSSS)</b>
<b>Name and Contact of Officer</b>	<p><b>Name:</b> Sikander Kushwaha  <b>Designation:</b> Finance Manager, BSSS  <b>Contact No:</b> +91 91564 63485</p> <p><b>Name:</b> Amitabh Singh  <b>Designation:</b> Administrative Officer, BSSS -cum- Dep. Secretary, Government of Bihar  <b>Contact No.:</b> +91 94700 03022</p> <p><b>Address:</b> Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat  Email: abnhpmbihar@yahoo.com</p>
<b>Language of bid</b>	English
<b>Currency of bid</b>	Indian National Rupees (INR)
<b>Tenure of the Contract</b>	Tenure of 3 years; however, it will be renewable every year based upon the evaluation performance done as per defined KPIs in DCA Schedule 12 and Other terms and conditions of this RFQ
<b>Earnest Money Deposit/ Bid Security</b>	Rs. 10,00,000/- (Ten Lakh Rupees Only) <i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document</i>
<b>Bid Processing Fees</b>	Rs. 1,180/- (One Thousand One Hundred and Eighty Rupees Only) to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
<b>Mode for submission of Bids</b>	Bidders are to upload their Bids on the e-procurement portal <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> <b>Submission of Bids through any other mode will not be accepted.</b>
<b>Mode of Selection</b>	Single Stage, Two Envelopes (Technical and Commercial)
<b>Date of publishing of Tender Document</b>	<b>26/08/2020 (Wednesday)</b>
<b>Last date of receiving queries</b>	<b>01/09/2020 (Tuesday), 05:00 PM – send to abnhpmbihar@yahoo.com</b>
<b>Pre-bid meeting</b>	<b>02/09/2020 (Wednesday) at 11:00 AM at Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat</b>
<b>Issue of Addendum / revised Tender</b>	<b>04/09/2020 (Friday) on eproc portal (<a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a>)</b>

<b>Document (if required)</b>	
<b>Last date and time of bid submission/ Bid Due Date</b>	<b>22/09/2020 (Tuesday) , 05:00 PM</b>
<b>Validity of Bid</b>	180 days from last date for submission of the bid documents, excluding the last date of submission.
<b>Last date &amp; time for submission of Bid Security in Hard (Physical) Copy (if through DD/ Bank Guarantee)</b>	<b>28/09/2020 (Monday) by 05:00 PM, to</b> <i>"The Administrative Officer, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3 Second floor, Old Secretariat Patna Bihar 800015"</i>
<b>Date and time of technical bid evaluation</b>	<b>29/09/2020 (Tuesday), 11:00 AM</b>
<b>Date and time of Financial Bid opening</b>	Only technically qualified bidders will be informed of financial opening
<b>Issue of Notice of Award (NOA)</b>	Within 7 days of financial bid opening
<b>Acceptance of Notice of Award</b>	Within 3 days of the issue of Notice of Award.
<b>Signing of ISA Contract</b>	Within 21 days of issue of Notice of Award.
<b>Submission of Performance Security</b>	On or before the date of signing of the ISA Contract

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

**Website: <https://www.eproc.bihar.gov.in/BELTRON>**

Note 2: This document is not transferable.

## Disclaimer

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

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

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

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

The State Government, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this Bid.

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, uploading, expenses associated with any demonstrations or presentations which may be required by the State Government or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the State Government shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.



## Definitions and Interpretations

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

**AB-PM JAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PM JAY) , a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses .

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

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

**Beneficiary Family Unit or 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 Government Referred to as AB-PM JAY Beneficiary Family Unit henceforth in the document.

**Benefit Risk Cover or Benefit Cover** refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/-on family floater basis, that the insured families would receive under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana.

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

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

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

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

**Contract** means draft Contract provided to the Bidders which shall be executed between selected ISA and SHA for implementation of the Scheme.

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

**EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries including beneficiaries seeking treatment under portability feature of AB PM-JAY under the AB PM-PJAY

**Fees or Service Fees shall mean Fee quoted by Eligible Bidders**

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

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

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

**Health Benefit Package** refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under AB-PMJAY and detailed in Annexure 3 (a) of Implementation Support Contract

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

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

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

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

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

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

**Policy Cover Period** shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as per contract entered between SHA and the Insurer.

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

**Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis, covering in-patient care and day-care surgeries for treatment of diseases and medical conditions pertaining to secondary and/ or tertiary treatment as defined in Schedule 3 (a), through a network of Empanelled Health Care Providers (EHCP) for the AB-PM-JAY Beneficiary Family Units validated by the State Government or the designated State Health Agency (SHA)

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

**Scheme** shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana managed and administered by the National Health Authority in Bihar by the State Health Agency '*Bihar Swasthya Suraksha Samiti*'

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

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

**State Government** refers to the duly elected Government in the State in which the tender is issued.

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

**Tender Documents** refers to this Tender Document published on **26/08/2020 (Wednesday)** including RFP, ISA Contract and Schedules. 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 Contract

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

## 1. INTRODUCTION AND BACKGROUND

- 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-PM JAY or “Scheme”.
- 1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category (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) database of the State Government 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-PM JAY beneficiary families under the SCHEME.
  - a. Cashless and paperless hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care;
  - b. Pre- and post-hospitalisation cover;
  - c. Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) on family floater basis per eligible AB-PM JAY Beneficiary Family Unit per annum under AB-PM JAY;
  - d. Eligible family will include all members within identified relationships as included in the SECC 2011 Database and updated from time to time;
- 1.4 In order to provide above benefits to the eligible AB-PM JAY families, ISA will have to, but not limited to, perform following tasks:
  - a) Setting up of State and District level offices and deployment of staff;
  - b) Providing Preauthorization of Procedures;
  - c) Providing support to SHA regarding beneficiaries availing Portability of Care;
  - d) Claims Processing, and management thereof;
  - e) Audit compliances
  - f) Anti-fraud Activities
  - g) Support SHA in monitoring and evaluation related activities of Scheme implementation

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

## 2. Purpose this RFP & Brief Description of Selection Process

- 2.1 The purpose of this Tender Document is to select the most competent and experienced ISA to support SHA under the Scheme referred to in 1.4 above and in detail in ISA Contract and Schedules .
- 2.2 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all currently eligible AB-PM-JAY Beneficiary Families and updated from time to time by the Bihar Government in the districts stated in the Table below, subject to the compliance of AB-PM-JAY Guidelines. Therefore, bids are invited from interested and eligible ISA Companies to support SHA in implementation of PM-JAY for ~1.08 Crore Beneficiary Family Units in the State

District-wise profile of the targeted families and registered families is given below:

S.No	District	No. of AB-PM JAY Beneficiary Family Units eligible for cover under the Scheme	Total Beneficiaries
1	Araria	385852	1840695
2	Arwal	63758	360214
3	Aurangabad	200297	1167555
4	Banka	217516	1074647
5	Begusarai	388063	1954596
6	Bhagalpur	313773	1686320
7	Bhojpur	241699	1348503
8	Buxar	107799	647591
9	Darbhanga	599387	2789706
10	Gaya	372580	2094478
11	Gopalganj	148982	837513
12	Jamui	156242	826989
13	Jehanabad	91136	525353
14	Kaimur (Bhabua)	122173	708506
15	Katihar	413774	1975168
16	Khagaria	250047	1224551
17	Kishanganj	217430	1046501
18	Lakhisarai	80881	478676
19	Madhepura	244634	1169363
20	Madhubani	491247	2370685
21	Munger	160478	779934
22	Muzaffarpur	520794	2491879
23	Nalanda	268552	1461095
24	Nawada	185597	1135011
25	Pashchim Champaran	411831	1987505
26	Patna	555543	2990294

S.No	District	No. of AB-PM JAY Beneficiary Family Units eligible for cover under the Scheme	Total Beneficiaries
27	Purbi Champaran	526049	2685802
28	Purnia	404244	1938657
29	Rohtas	235302	1331803
30	Saharsa	240156	1230542
31	Samastipur	530774	2694227
32	Saran	256384	1396260
33	Sheikhpura	56868	331029
34	Sheohar	95039	387615
35	Sitamarhi	459456	2021318
36	Siwan	197695	1118308
37	Supaul	262940	1235593
38	Vaishali	420599	2217924
	<b>Total:</b>	<b>10895571</b>	<b>55562406</b>

- 2.3 In addition to the number of eligible AB-PM JAY Beneficiary Family Units as given above, the State Government may add more beneficiaries to the Scheme as part of additional sponsored category. The Cost for add-on beneficiary families will be borne by the State. The unit of coverage for Benefit Risk Cover will be a AB-PM JAY Beneficiary Family Unit, which will include all family members as further defined in ISA CONTRACT.
- 2.4 The SHA hereby invites applications from interested and eligible ISA Companies to participate in the tendering process as per the terms, conditions and guidelines detailed in Tender Documents.

### 3. Eligibility and Qualification Criteria for Bidders & Bid Security

#### 3.1 Qualification Criteria

- 3.1.1 Only those companies that are registered with the Companies Act 1956/ Companies act 2013 and associated with general insurance/health insurance industry as Third Party Administrators (TPA) to support insurers in health insurance or related activities for a minimum of three (3) consecutive years having a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.
- 3.1.2 The minimum qualification criteria are as follows:
- The Bidder should be a registered private or public limited company incorporated under The Companies Act, 1956 and/or 2013, in India.

- ii. The Bidder should be registered with the IRDAI as TPA during the Financial years – FY 2017-18, FY 2018-19 & FY 2019-20;
- iii. Having Average Annual Turnover of Rs 20.00 Crores during the Financial years – FY 2016-17, FY 2017-18 & FY 2018-19;
- iv. Having experience of handling at least 50,000 health claims during each of the Financial years – FY 2017-18, FY 2018-19 & FY 2019-20;
- v. Having experience in processing medical claims of not less than Rs. 200 Crores during financial year FY 2019-20 and not less than a total of Rs.500 Crores during the Financial years – FY 2017-18, FY 2018-19 & FY 2019-20;
- vi. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

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

## 3.2 Consortium Not Allowed

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

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

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

S.No	Criteria	Document Required
1.	The Bidder should be a registered private or public limited company incorporated under The Companies Act, 1956 and/or 2013, in India.	Certification of Incorporation along with the Articles & Memorandum of Associations of the Company under The Companies Act, 1956 and/or 2013, in India
2.	The Bidder should be registered with the IRDAI to carry out as TPA business for at least last three Financial years – FY 2017-18, FY 2018-19 & FY 2019-20	True certified copies of the existing registration granted by the IRDAI for carrying TPA business in India along with the renewal certificates, providing proof of registration during the financial years – FY 2017-18, FY 2018-19 & FY 2019-20
3.	The Bidder should have Average Annual Turnover of Rs 20.00 Crores for during the Financial years – FY 2016-17, FY 2017-18 & FY 2018-19	Following documents for FY 2016-17, FY 2017-18 & FY 2018-19: <ul style="list-style-type: none"> <li>• Audited Balance Sheets, AND</li> <li>• Profit and Loss Statement, AND</li> <li>• Auditors' Report</li> </ul>
4.	The bidder should have experience of handling at least 50,000 health claims during each of these Financial years – FY 2017-18, FY 2018-19 & FY 2019-20	True certified copies of work orders/ LoA which provides proof that the bidder has experience of handling at least 50,000 health claims during Financial years – FY 2017-18, FY 2018-19 & FY 2019-20

5.	The bidder should have experience in processing medical claims of not less than Rs.200 Crores during financial year 2019-20; and not less than a total of Rs.500 Crores during Financial years – FY 2017-18, FY 2018-19 & FY 2019-20	Declaration/ Undertaking/ Certificate from their Statutory Auditor which provides proof that the bidder has experience in processing medical claims of not less than Rs.200 Crores during financial year FY 2019-20 and not less than a total of Rs. 500 Crores during Financial years – FY 2017-18, FY 2018-19 & FY 2019-20
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### 3.3 Bid Security

- a) The tender shall be accompanied by refundable Earnest Money Deposit (EMD) of **Rs. 10,00,000/- (Ten Lakh Rupees Only)** in the shape of Demand Draft/ Bank Guarantee (180 days validity) from any Scheduled Bank in favour of '*The CEO, Bihar Swasthya Suraksha Samiti*' payable at Patna, or transferred through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS) as mentioned in the NIT (Section 1). If submitted through demand draft/ bank guarantee, it has to be submitted in offline (Physical form), as per the terms and conditions mentioned in this document.

Note: Note: EMD (if submitted as demand draft/ bank guarantee) should not have been issued on a date later than the last date for submission of online bidding document.

- b) The bank account details of BSSS for transfer of EMD mentioned in Clause above are as:

S.No	Particular	Details
1	Name of Bank Account	CEO Bihar Swasthya Suraksha Samiti
2	Account Number	<b>1967101015230</b>
3	IFSC Code	CNRB0001967
4	Name of Bank	Canara Bank
5	Branch Address	Boring Road, Patna-800001

- c) If bid security is submitted as Bank Guarantee, it should be an irrevocable and unconditional bank guarantee issued by a scheduled bank in India and confirmed for payment in Patna, in favour of '*The CEO, Bihar Swasthya Suraksha Samiti*', and which shall be payable promptly upon written demand by the SHA. The Bid Security shall be in the format at Appendix –I, Qual-1.2: Format Bid Security. Further, Bid Security should not have been issued on a date later than the last date for submission of online bidding document.
- d) The Bidder shall upload a scanned copy of the original bid security (Demand Draft(DD)/ Bank Guarantee(BG)/ e-Payment Receipt) issued by the bank on the e-procurement portal, along with its Bid, and shall deliver to the SHA the original (not applicable for e-payment receipt) thereof or before the date and time specified in the Bidding Process Schedule.
- e) The Bid Security shall have a validity period of not less than 30 days beyond the validity period of the Bid. If the Bid validity period is extended, then the Bidder shall ensure that the Bid Security submitted by it is extended for an equal period.
- f) If a Bidder fails to procure the extension of the Bid Security on a written request of the SHA, the Bid of such Bidder shall stand disqualified on expiry of its Bid Security.



- g) If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security shall be required to be extended until the date on which the Contract is signed by furnishing Performance Bank Guarantee
- h) The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the original of the Bid Security is not submitted (hard copy submission not applicable for e-payment)
- i) Except as provided in Clause (j) below, the Bid Security of the unsuccessful bidders shall be returned by the SHA, without any interest, as promptly as possible once the Contract for the Project has been signed with the Selected Bidder or when the Selection process is cancelled by the SHA. In any event, the SHA shall return the Bid Security not later than 180 (one hundred and eighty) days from the Bid Due Date, unless: (a) the validity of the Bid Security has been extended; or (b) the Bidder has been declared as the Selected Bidder, in which case its Bid Security shall be retained until the conditions set out in Clause 9.2 (Volume II – ISA contract) are fulfilled.
- j) The SHA shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* upon occurrence of any of the events specified below
1. If a Bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified the Tender Documents;
  2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this BID DOCUMENT and as extended by the Bidder from time to time;
  3. If the Bidder has a Conflict of Interest;
  4. In the case of Selected Bidder, if it fails within the specified time limit:
    - (i) to sign and return the duplicate copy of LOA;
    - (ii) to fulfil any of the conditions set out in Clause 9.2 (Volume II – ISA Contract); or
    - (iii) to sign the Contract.
  5. In the case of the Selected Bidder, if having signed the Contract, the Bidder commits any breach thereof prior to furnishing the Performance Security
- f) The Bidder, by submitting its Bid pursuant to these TENDER DOCUMENTS, shall be deemed to have acknowledged and confirmed that the SHA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. The original of the Bid Security (if through Demand Draft/ Bank Guarantee) shall either be hand delivered or be sent by registered post/ speed post to the address below

***“The Administrative Officer, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building,  
Block-3 Second floor, Old Secretariat Patna Bihar 800015”***

## 4. Grounds for Rejecting the Bid

### 4.1 Fraud and Corruption

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

- 4.1.2 Without prejudice to the rights of the SHA under **Clause 4.1**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of the State Government or the SHA for a period of three years from the date that such an event occurs. Upon disqualification for Fraud, Corrupt and Undesirable practises, the SHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, in full as the case may be
- 4.1.3 For the purpose of this **Clause 4.1**, the following terms will have the meanings given to them below:
- a. **corrupt practice** means:
- (i) offering, giving, receiving or soliciting, directly of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the SHA who is or has been associated in any manner, directly or indirectly, with the Bidding Processor has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the SHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
  - (ii) engaging in any manner whatsoever, whether during the Bidding Processor before or after the execution of the ISA Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the ISA Contract, who at any time has been or is a legal, financial or technical advisor of the State Government or the SHA on any matter concerning the Scheme.
- b. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **undesirable practice** means:
- (i) establishing contact with any person connected with or employed or engaged

by the SHA or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or  
(ii) having a Conflict of Interest (as defined in **Clause 4.2** below).

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

## 4.2 Conflict of Interest

- 4.2.1 A Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process. Upon disqualification for a Conflict of Interest, the SHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security in full as the case may be
- 4.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 4.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
    - (i) the person exercising Control is the Government of India, a State government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
    - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
  - b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
  - c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
  - d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

## 4.3 Misrepresentation by the Bidder

- 4.3.1 The SHA shall have the right to reject any bid if:
- a. at any time, a material misrepresentation is made by the Bidder; or

- b. the Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.

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

#### 4.4 Other Grounds Declaring a Bid Ineligible

4.4.1 If the bidder has:

- a. been black-listed to bid for government sponsored health insurance/Assurance schemes by Government of India or any state government, and such black-listing subsists as on the last date of bid submission; or
- b. failed to comply with the Insurance/ TPA or other applicable laws and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation of a government-sponsored health insurance/Assurance scheme has been terminated by any one or more governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an ISA shall not be eligible to submit a Bid.

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

#### 4.5 SHA's Right to Evaluate Eligibility

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

- a. after the last date of bid submission; or
- b. prior to or after the issuance of the NOA or execution of the ISA Contract, if such a Bidder is selected as the Successful Bidder.

4.5.2 The SHA reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by the SHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the SHA under this Tender Document.

- 4.5.3 If the SHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the SHA shall have the right to:
- a. disqualify the Bidder and reject its Bid; or
  - b. revoke the NOA or terminate the ISA Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- 4.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the ISA Contract executed with it.

## 5. Clarifications and Pre-Bid Meeting

### 5.1 Clarifications and Queries

- 5.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the SHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Bid Data Sheet.
- 5.1.2 SHA shall endeavour to respond to all the questions raised or clarifications sought by the Bidders within the period specified therein, but normally no later than 5 (five) days prior to the Bid Due Date. However, SHA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 5.1 shall be taken or read as compelling or requiring the SHA to respond to any question or to provide any clarification.
- 5.1.3 The responses to such queries shall be published on the Scheme website/ e-tender portal (as appropriate) of the State Government or the SHA/ the Scheme <https://www.eproc.bihar.gov.in/BELTRON> within the time frame indicated in the Bid Data Sheet.
- 5.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s)/ e-tender portal (as appropriate) for the response to the queries or requests for clarifications. The SHA's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the relevant website/ e-tender portal (as appropriate) specified in the Bid Data Sheet.
- 5.1.5 The SHA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the SHA shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by SHA/NHA or its employees or representatives shall not in any way or manner be binding on the SHA. These will be put up on the SHA's/ Schemes/ E-tender website: <https://www.eproc.bihar.gov.in/BELTRON>

### 5.2 Pre-Bid Meeting

- 5.2.1 The Pre-Bid Conference shall be convened at the designated date, time and place in Bid Data Sheet. Only those persons who are authorised representatives of the ISAs shall be allowed to participate in the Pre-Bid Conference. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications

and make suggestions for consideration of the SHA. The SHA shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate or facilitating a fair, transparent and competitive Tendering process.

- 5.2.3 Any revision to the Tender Documents listed in this RFP that may become necessary as a result of the Pre-Bid Conference or the queries and clarifications received from the Bidders will be made by the SHA exclusively through the issue of an Addendum in accordance with clause 6.1 of this RFP.
- 5.2.4 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on the relevant website/ e-tender portal <https://www.eproc.bihar.gov.in/BELTRON>

## 6. Amendments to the Tender Documents

### 6.1 Issuance of Addendum

- 6.1.1 Up until the date that is specified in the Bid Data Sheet, the SHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an Addendum.
- 6.1.2 Any Addendum thus issued will be uploaded on the eproc portal i.e. <https://www.eproc.bihar.gov.in/BELTRON>
- 6.1.3 The Bidders are required to read the Tender Document with any Addendum that may be issued in accordance with this **Clause 6.1**.
- 6.1.4 Each Addendum shall be definitive and binding on the Bidders,
- 6.1.5 Any oral statement made by the SHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

### 6.2 Issuance of Revised Tender Documents

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

### 6.3 Availability of Information

- 6.3.1 The information relating to or in connection with the Scheme, the Tendering Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website/ e-tender portal (<https://www.eproc.bihar.gov.in/BELTRON>) specified in the Bid Data Sheet and remain published at least until the last date of bid submission.
- 6.3.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the eproc portal management agency at contact no. 7542028164 or contact SHA through email to **abnhpmbihar@yahoo.com**
- 6.3.3 The SHA shall make best efforts to respond to e-mail request(s) in 6.4.2 and resolve the technical issue or error or provide an alternative solution to the Bidder, within not later than 7 days of receipt of such request(s).

#### 6.4 Correspondence with Bidders

- 6.4.1 Unless stated otherwise in Tender Documents, the SHA will not entertain any correspondence with the Bidders.

#### 6.5 Proprietary Data and Confidentiality

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

#### 6.6 Acknowledgement by Bidder

- 6.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Tender Documents, all the information on the website specified in the Bid Information Sheet and all other information made available by the SHA, including the Addenda, clarifications and interpretations issued by the SHA;
  - (b) acknowledged and accepted the risk of inadequacy, error or mistake in the

- information provided in the Tender Documents or furnished by or on behalf of the SHA
- (b) satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Project in accordance with the Contract and performance of all of its obligations thereunder;
  - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the SHA, or a ground for termination of the Contract; and
  - (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

## 7. Preparation of Bids

### 7.1 Interpretation of Tender Documents

- 7.1.1 The entire Tender Document with all its Volumes (**RFP, ISA Contract, Schedules and any addendums if issued**) must be read as a whole.
- 7.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the SHA in writing at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Bid Data Sheet.
- 7.1.3 The SHA will then direct the Bidders regarding the interpretation of the Tender Documents.

### 7.2 Cost Associated with Preparation and Submission of Proposals

- 7.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids including, but not limited to carrying out their independent assessments, attending pre-bid meetings, due diligence and verification of information provided by the SHA.
- 7.2.2 The SHA shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by the SHA for any reason whatsoever.

### 7.3 Language of the Bid

- 7.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the SHA shall be only in the English language.
- 7.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the SHA as a part of the bid submission documents as provided in **Clause 7.7**, may be written in



another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the SHA during the bid evaluation.

#### 7.4 Due Diligence by the Bidder

- 7.4.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- 7.4.2 The SHA shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

#### 7.5 Validity of Bids

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

#### 7.6 Fee for Service

- 7.6.1 The Bidders are, as a part of their Financial Bid, required to quote fees:
- a. for providing required services for implementation of the scheme under AB-PM JAY and for required services under AB-PM JAY in Bihar;
  - b. Fee quoted shall be inclusive of all costs including expenses, overheads, service charges and profits, but exclusive of applicable taxes in the format available on eproc portal; and
  - c. All Fee quoted shall be only in Indian Rupees and up to two decimal places.
  - d. SHA will not provide any other Cost/ reimbursement/payment apart from Fee quoted by the Bidder

#### 7.7 Formats for Bid Submission

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

- a. Bid Application Cover Letter: **Qual-1.1 & Bid Security Qual 1.2**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - (ii) Audited Balance Sheet, Profit & Loss Statement and Auditors' Report for the financial years – FY 2017-18, FY 2018-19: marked as Annexure **Qual-5-2**
  - (iii) True certified copies which provides proof that the Company has experience of handling at least 50,000 claims for the financial years – FY 2017-18, FY 2018-19 & FY 2019-20: marked as Annexure **Qual-5-3**
  - (iv) True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 200 crores during financial year FY 2019-20 and a total of Rs. 500 crores during the financial years – FY 2017-18 FY 2018-19 & FY 2019-20: marked as Annexure **Qual-5-4**
- f. Checklist for submission of Qualification Bid: **Qual-6**

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

- a. The Bidder shall submit its Financial Bid only in the format available on eproc portal. Submission in Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA. An indicative financial bid template is available at **Fin-1**, for reference purpose only.

### 7.8 Validity of Bids

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

## 8. Content of Bids

### 8.1 Qualification Bid Submission

- 8.1.1 Bidders shall only submit the Qualification Bid in the format set out in Forms Qual-1 to Qual-4, Qual-5-a to Qual-5-d, Qual-6 as specified in Clause 7.7.1 above.
- 8.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified in Clause 8.1.1.

## 8.2 Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format available on eproc portal and not include any other documents as part of the Financial Bid.
- 8.2.2 Each Bidder is required to submit financial quote in Format available on eproc portal. An indicate format is available in Form **Fin-1**; however, this should not be used for financial bid submission

## 8.3 Signing of the Bid

- 8.3.1 Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder, who shall also initial each page. The pages of the Bid shall be numbered serially.
- 8.3.2 All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the authorized signatory of the Bidder.

## 8.4 Electronic Submission of the Bid

- 8.4.1 Each Bidder shall submit their Bids on the e-tender portal (<https://www.eproc.bihar.gov.in/BELTRON>). No other mode of submission is permitted as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal. Detailed guidelines for viewing bids and submission of online bids are given on the website.
- 8.4.2 To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, "e-Procurement HELP DESK, 1st Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna- 800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (Timings: Every Day from 08:00 AM to 08:00 PM) or may visit the link "Vendor Info" at <https://www.eproc.bihar.gov.in/BELTRON>.
- 8.4.3 The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) and submit its tender by using the downloaded document.
- 8.4.4 'Tender Processing Fee (TPF)' amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees only) is to be paid by the agency through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
- 8.4.5 The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before the specified date and time in Bid Sheet. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- 8.4.6 The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective

stage(s) only.

- 8.4.7 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 8.4.8 The Authority shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

### 8.5 Bid Submission Due Date

- 8.5.1 The Bid shall be submitted on or before Bid Due Date specified in Bid Information Sheet. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any bid submissions and all such provisions on the said portal shall be disabled.
- 8.5.2 If there are delays by the State Government in deactivating the bid submission provision on the e-tender portal, and a bidder is able to upload the documents, the same shall be summarily rejected if the upload time in the software and the system is later than the submission time and date specified in **Clause 8.5.1** above.
- 8.5.3 The SHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 6.1**. In such a case, all rights and obligations of the SHA and the Bidders will thereafter be subject to the Bid Due Date as extended.

### 8.6 Substitution, Modification or Withdrawal of Bids

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

being marked “**WITHDRAWAL**” and either be hand delivered or be sent by registered post, speed post to the address below: [**Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat**]

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

## 9. Opening of Bids

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

***Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat***

- 9.2 The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.
- 9.3 Only two (2) authorized representative (s) of the bidder (s) can attend the bid opening on producing authority letter from the Bidder.
- 9.4 The names of all Bidders who have submitted Bids will be read out, and other such details as the SHA, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 9.5 Qualifying Bids will be opened at the time mentioned in the Bid Data Sheet. The SHA will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 9.6 Once all the Qualifying Bids have been opened online through e-Tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 10.1**.
- 9.7 The Qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 9.8 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.

- 9.9 The Bidders may remain present in the Office of the SHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 9.10 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the SHA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given
- 9.11 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the ISA Contract is subsequently awarded to it on the basis of such information.

## 10. Evaluation of Bids and Selection of Successful Bidder (s)

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

- 10.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:
- a. The Bid is complete in all respects and in the prescribed formats.
  - b. It contains no material alterations, conditions, deviations or omissions.
  - c. All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
  - d. All undertakings required under this Tender Document are in the prescribed format and unconditional.
  - e. Based on the review of documents the SHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
  - f. The application is unconditional in all respects.
- 10.1.2 Qualification Bids not meeting any of the criteria mentioned in **Clause 10.1.1** above shall be liable to be rejected.
- 10.1.3 In order to determine whether the Bidder is eligible and meets the qualification criteria, the SHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the SHA receives from the Bidder upon request by the SHA.
- 10.1.4 After completion of the evaluation of the Qualification Bids, the SHA will notify the Eligible Bidders of the date, time and place of opening of the Financial Bids. Such notification may be issued upon the completion of the evaluation Qualification Bids, in which case the Financial Bids may be opened either on the same day or the next working day. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.

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

## 10.2 Stage 2: Evaluation of Financial Bids

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

## 10.3 Stage 3: Clarifications during Bid Evaluation

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

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

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

## 10.4 Stage 4: Selection of the Successful Bidder

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

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

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

- a. is an Eligible Bidder;

- b. has submitted a Financial Bid complete in all respects; and
- has quoted the: a) Lowest Gross Financial Cost (L-1)
- i) In case two or more bidders have the same lowest composite cost (rounded off to two decimal points), the SHA shall then re-invite fresh financial bids of the L-1 bidders again. Even after re-inviting fresh financial bids, if there are more than one bidder quoting same lowest premium rate, then the Successful Bidder will be selected through lottery. Or at the discretion of the SHA, fresh financial bids of all Qualified Bidders can be invited.
- ii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the SHA shall take steps for re-tendering.

## 11. Execution of ISA Contract

### 11.1 Notification of Award

11.1.1 Upon selecting the Successful Bidder in accordance with **Clause 10.4** above, the SHA shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder (s):

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

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

11.1.2 The Bidder declared as the Successful Bidder shall:

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft ISA Contract issued by the SHA in accordance with **Clause 11.2** and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
- b. ISA shall give the undertaking that it shall not subcontract any key task to any subcontractor
- c. Submit Performance Guarantee in line with **Clause 9.2** of the Contract

11.1.3 If the Bidder that is issued the NOA does not comply with either or all of the conditions set out in **Clause 11.1.2**, the SHA may elect to grant such Bidder an extension of time for the completion of such condition or to disqualify the Bidder selected as the Successful



Bidder including debarring the Bidder from participating in any future AB-PM JAY Tenders in the State of Bihar for a period of three consecutive years from such date.

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

## 11.2 Execution of the ISA Contract

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

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

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

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

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

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

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

## 12. Rights of the State Health Agency

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

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

## 13. Governing Laws and Dispute Resolution

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

## Appendix-I

### Format: Qual-1.1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

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

To:

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

Dear Madam/Sir,

**Sub: Qualification Bid for Implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana in the State of Bihar**

With reference to your Tender Documents dated \_\_\_\_\_, we, *[insert name of Bidder]*, wish to submit our Qualification Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PM JAY) in the State of Bihar. Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

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

4. We undertake that:

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

5. We represent and warrant that:

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

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

r. Address:

s. The State Health Agency.

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

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

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

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

Dated this *[insert date]* day of *[insert month]*, 2020

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

## Format: Qual-1.2: Bid Security

### Format of Bid Security

*[To be executed on Stamp paper of appropriate value]*

B.G. No.

Dated:

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

to the SHA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Bid valid during the Bid validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [Rs. [●] (Rupees [●])].

- b) This Guarantee shall be irrevocable and remain in full force for a period of not less than 210 (Two hundred and Ten) days or for such extended period as may be mutually agreed between the SHA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the SHA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Documents, and the decision of the SHA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SHA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other SHA.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the SHA shall be entitled to treat the Bank as the principal debtor. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the SHA, and the Bank shall not be released from its liability under these presents



by any exercise by the SHA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the SHA or any indulgence by the SHA to the said Bidder or by any change in the constitution of the SHA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

## Format: Qual-2: Applicant Details

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

Dated this \_\_\_\_ day of , 2020

\_\_\_\_\_  
(Signature)  
..... (insert name of the authorized signatory)

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

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

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

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

### POWER OF ATTORNEY

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

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

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 202X

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

Accepted

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

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

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

[On letterhead of the Bidder]

From

[Name of Bidder]  
[Address of Bidder]

Date: [insert date], 201X

To

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

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of ISA Contract for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PM JAY).

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

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

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

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

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - a. True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - b. Audited Balance Sheet, Profit & Loss Statement and Auditors' Report for the Financial years – FY 2016-17, FY 2017-18 & FY 2018-19: marked as Annexure **Qual-5-2**
  - c. True certified copies which provides proof that the Company has experience of handling at least 50,000 claims during the financial years – FY 2017-18, FY 2018-19 and FY 2019-20: marked as Annexure **Qual-5-3**
  - d. True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 200 crores in financial year FY 2019-20 and a total of Rs. 500 crores during the financial years – FY 2017-18, FY 2018-19 and FY 2019-20: marked as Annexure **Qual-5-4**
- f. Checklist for submission of Qualification Bid: **Qual-6**

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

[On letterhead of the Bidder]

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

No.	Document	Tender Clause Reference	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)
1	Bid Application Cover Letter	7.7.1.a	Qual-1	
2	Applicant Details	7.7.1.b	Qual-2	
3	Power of Attorney	7.7.1.c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	7.7.1.d	Qual-4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates	7.7.1.e (i)	Qual-5-1	
6	Audited Balance Sheet, Profit & Loss Statement and Auditors' Report for the financial years – FY 2016-17, FY 2017-18 and FY 2018-19: marked as Annexure Qual-7-2	7.7.1.e (ii)	Qual-5-2a Qual-5-2b Qual-5-2c	
7	True certified copies which provides proof that the Company has experience of handling at least 50,000 claims for each of these financial years – FY 2017-18, FY 2018-19 and FY 2019-20	7.7.1.e (iii)	Qual-5-3	
8	True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 200 crores during financial year FY 2019-20 and a total of Rs. 500 crores during the financial years – FY 2017-18, FY 2018-19 and FY 2019-20	7.7.1.e (iv)	Qual-5-4	
9	Checklist for Qualification Bid	7.7.1.f	Qual-6	

Dated this \_\_\_ day of , 202x

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

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

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

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

## Appendix-II

### Format: Fin-1: Information Regarding Financial Bid

Subject: Financial Bid for Implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana in the State of Bihar.

With reference to your Tender Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PM JAY) in the State of Bihar. Our details have been set out in our Qualification Bid.

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

8. We are quoting following amount as the financial bid:

Item	Annual Fee per Family unit (in Rs.) (inclusive of all costs, expenses, overheads and profits margin)	
	In numbers	In words
Fee per AB-PM JAY Beneficiary Family Unit Eligible for Cover under the Scheme		

*\*Fill in sections highlighted in 'Orange'*

9. '**Fee per AB-PM JAY Beneficiary Family Unit Eligible for Cover under the Scheme**' will be inclusive of the Human Resource, Office set-up, hardware/ software, operation and all other aspects required for the delivery of services as per the terms of the tender document.
10. The quoted price shall be inclusive of all factors involved in successful deliver of responsibilities as per the terms defined in the tender document. This quote '**Fee per AB-PM JAY Beneficiary Family Unit Eligible for Cover under the Scheme**' shall be used to identify the L1 bidder for delivering services as per the terms defined in the tender document. The bidder quoting the lowest price will be selected as the L1 bidder.
11. We acknowledge, confirm and undertake that The terms and conditions of the Tender Documents and the Fee being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
12. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the ISA Contract and the terms and implementation thereof.
13. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
14. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the ISA Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
15. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the ISA Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.



16. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Patna will have exclusive jurisdiction in the matter.

17. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this \_\_\_\_ day of , 2020

\_\_\_\_\_(signature)

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

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

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

***This is just an indicative format of the financial bid, to be used for information purpose ONLY. Actual financial bid format is available on <https://www.eproc.bihar.gov.in/BELTRON>, and has to be submitted online through the eproc portal only. Any submissions in hard copy will lead to rejection of the submitted bid***