

REQUEST FOR PROPOSAL

FOR

**Selection of Insurance Company
for the implementation of**

**Ayushman Bharat Pradhan Mantri Jan Arogya Yojna
Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS)
In the State of Nagaland**

Volume 1

Instruction to Bid

ISSUED BY:

***State Health Agency(AB PM-JAY CMHIS)
Directorate of Health and Family Welfare
Government of Nagaland
August 2022***

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Abbreviations

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|-----------------|---|
| AB PM-JAY | Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana |
| AB PM-JAY CMHIS | Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister’s Health Insurance Scheme (of Nagaland) |
| BFU | Beneficiary Family Unit |
| CGHS | Central Government Health Scheme |
| CMHIS | Chief Minister’s Health Insurance Scheme (of Nagaland) |
| CMHIS (EP) | CMHIS for Employees and Pensioners of the Government of Nagaland |
| CMHIS (GEN) | CMHIS for General Population (including for AB PM-JAY Beneficiaries) |
| EHCP | Empanelled Health Care Provider |
| GoN | Government of Nagaland |
| ICU | Intensive Care Unit |
| INR | Indian Rupees |
| IRDAI | Insurance Regulatory Development Authority of India |
| KPI | Key Performance Indicator |
| MoHFW | Ministry of Health & Family Welfare, Government of India |
| NHA | National Health Authority |
| N-HBP 2022 | Nagaland Health Benefit Package 2022 |
| NOA | Notification of Award |
| RC | Risk Cover |
| RFP | Request for Proposal |
| SHA | State Health Agency (also referred to as the Nagaland Health Protection Society) |
| STG | Standard Treatment Guideline |

Bid Data Sheet

| | |
|--|---|
| Project title | Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) |
| Name of Bid Inviting Authority | Nagaland Health Protection Society |
| Name and Contact of Officer | Name: Dr. Kikameren Longkumer Designation: State Nodal Officer(AB PM-JAY CMHIS) Address: Room 302, Directorate of Health and Family Welfare, Ruziezou, Kohima-797002 Email: nagaland.nhpm@gmail.com |
| Language of bid | English |
| Currency of bid | Indian Rupees (INR) |
| Tenure of the Insurance Contract | Tenure for 3 (three) years. However, the contract will be renewed every year based upon performance against Key Performance Indicators (KPI) mentioned in Schedule 13B of the Draft Insurance Contract (Volume 3 of this Tender Document) and other terms and conditions of this RFP. The Policy Period will be aligned with the financial year. |
| Earnest Money Deposit | Nil |
| Bid Processing Fees | Nil |
| Mode for submission of Bids | Bids must be delivered by hand or by registered Post or through courier to the following address: State Health Agency (AB-PMJAY CMHIS) (Room No: 215) Directorate of Health & Family Welfare Below Nagaland Civil Secretariat Complex, Ruziezou, Kohima- 797 001 |
| Mode of Selection | Least cost from among Bidders meeting the minimum pre-qualification criteria |
| Date of publishing of Tender Document | 31 /08/ 2022 <i>(instructions to the SHA: insert bid publishing date accordingly)</i> |
| Last date of receiving queries | 14 / 09 / 2022 |
| Pre-bid meeting | 14 / 09 / 2022 (Hybrid: physical & virtual meeting) |
| Issue of Addendum / revised Tender Document (if required) | 15/ 09 / 2022 <i>(instructions to the SHA: insert publishing date accordingly, if any)</i> |
| Last date and time of bid submission (Bid Due Date) | 21/09 / 2022 |

| | |
|--|--|
| Validity of Bid | 180 days from Bid Due Date, excluding the last date of Bid submission. |
| Date and time of technical bid evaluation | 21 / 09 / 2022 |
| Date and time of Financial Bid opening | 21 / 09 / 2022 |
| Issue of Notice of Award (NOA) | 22/ 09 / 2022 |
| Acceptance of Notice of Award | 23/ 09 / 2022 |
| Signing of Insurance Contract | 26/ 09 / 2022 |

Notes:

1. The Bidding process schedule set out above is indicative in nature and the SHA may, at its sole discretion and without prior notice to the Bidders, amend the Bid Process Schedule.
2. 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.
3. The SHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum. All bidders are advised to check for further clarifications, amendments/addendums and corrigendum related to this RFP at the following website:
Website:cmhis.nagaland.gov.in
4. This document is not transferable.

Disclaimer

The information contained in this Tender Document (also referred to as the **Request for Proposal – RFP**) or subsequently provided to the interested Bidders by the SHA, is being provided to the interested Bidders on the terms and conditions set out in this RFP. The purpose of this RFP (Part 1 **Invitation to Bid**– ITB; Part 2: **Insurance Contract**; and Part 3: **Schedules to the Insurance Contract**) along with all its addendums, if any and such other terms and conditions, is to provide interested and eligible parties with information that may be useful to them in making their pre-qualification, and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the State Health Agency (SHA) in relation to the AB PM-JAY CMHIS. 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 Government of Nagaland (hereinafter also referred to as the **GoN** or 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 or their advisors make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. The State Government or the SHA or their employees or their consultants or their advisors 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 Insurance Contract (Part 2 of this RFP) and Schedules to the Insurance Contract (Part 3 of this RFP) or the State Government's or SHA's rights to amend, alter, change, supplement or clarify the scope of work, or the Insurance Contract to be signed pursuant to this Tender Document the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claim on that account shall be entertained by the State Government or the SHA.

Information provided in this Tender Document 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 or the SHA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The State Government or the SHA, its employees, consultants 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 Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or

information contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Bid.

The State Government or the SHA or its employees, consultants and advisors accept no liability of any nature whatsoever whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this Tender Document.

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

The issue of this Tender Document does not imply that the State Government or the SHA is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the AB PM-JAY CMHIS 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 the SHA 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

- 1. Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the Tender Document. The bidders would need to consider the main document as well as any addenda issued subsequently by the SHA for responding to the Bid.
- 2. AB PM-JAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through the National Health Authority (NHA) with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses .
- 3. AB-PM JAY Beneficiary Family Unit** refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC)-2011 database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State/ UT Government along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the State Referred to as AB-PM JAY Beneficiary Family Unit henceforth in the document.
- 4. AB PM-JAY AB PM-JAY CMHIS Nagaland or the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister’s Health Insurance Scheme Nagaland** means the converged health insurance scheme of AB PM-JAY and the CMHIS launched by the Government of Nagaland as set forth in Section 1 of Part 1 of this Tender Document and in Schedule 1 of the Insurance Contract (Part 3 of this Tender Document). For the purpose of this document, AB PM-JAY and AB PM-JAY CMHIS shall mean the same scheme and these terms are used and will be interpreted interchangeably.
- 5. Applicable Laws:** All laws, brought into force and effect by the Government of India or the Government of Nagaland, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP
- 6. Beneficiary** means all people who are residents of the state as defined in in Clause 1.3 of this Tender document.
- 7. Beneficiary Family Unit** ‘Family means father, mother, husband, wife, brother, sister, son, daughter and includes grand-father, grand-mother, grand-child, adoptive father or mother, adopted son or daughter living together as a single household.

As regards government servants and government retirees, the definition of family shall be as per the Central Services (Medical Attendance) Rules 1944 – a government servant’s wife or husband as the case may be, and parents, sisters widowed sisters, widowed daughters, minor brothers, children, step children, divorced/separated daughters and stepmother wholly dependent upon the government servant and are normally residing with the government servant.
- 8. Benefit Risk Cover or Benefit Cover** refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- (Rupees five lakhs only) on a family floater basis, that all the insured families would receive under the AB PM-JAY CMHIS beneficiary family units.

In addition, beneficiaries belonging to the category CMHIS (EP) i.e. Employees and Pensioners of the Government of Nagaland may be eligible for top up cover of 5,00,000/- (Rupees five lakhs only) or 15,00,000/- (Rupees fifteen lakhs only) over and above basic cover. The amount of top-up cover shall be decided by the SHA after the evaluation of the Financial Bid.

9. **Bid** refers to a bid containing Qualification Bid and Financial Bid, that is submitted by an eligible Insurance Company for qualification and award of the Insurance Contract in accordance with this Tender Document as per the provisions laid down therein. Bid(s) shall collectively refer to all Bids submitted by all the interested Bidders.
10. **Bidder(s)** refer to eligible Insurance Companies that submit their Bids within the Bid Due Date in accordance with this Tender Document.
11. **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.
12. **CMHIS or the Nagaland Chief Minister's Health Insurance Scheme** means the health insurance scheme launched by the Government of Nagaland as set forth in Section 1 of Part 1 of this Tender Document and in Schedule 1 of the Insurance Contract (Part 3 of this Tender Document). The CMHIS shall subsume the Medical Reimbursement benefits provided by the Government of Nagaland to its regular government employees.
13. **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.
14. **Condition Precedent** mean conditions precedent to signing the Insurance Contract and refer to the conditions to be fulfilled by the Insurer prior to the execution of the Insurance Contract as set forth in [Clause 11.1.2](#) of the Insurance Contract (Part 3 of this RFP).
15. **Contract** means Contract provided to the Bidders as Part 3 of this RFP, which shall be executed between the selected Insurance Company and the SHA for the implementation of the Scheme.
16. **Days** mean and shall be interpreted as calendar days unless otherwise specified.
17. **DoHFW** shall mean and refer to the Department of Health and Family Welfare, Government of Nagaland.
18. **EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the AB PM-JAY CMHIS within or outside the state of Nagaland.
19. **Financial Bid refers to** financial bid submitted by a Bidder to the SHA in response to this Tender Document, in the format provided in Appendix II of this Part 1 of the RFP.
20. **Financial Year** means the accounting year (viz. 1st April to 31st March) followed by the Government of Nagaland in the course of its normal business in India.
21. **Fraud** shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception

could result in unauthorized financial or other benefit to herself/himself or some other person or organization. It includes any act that may constitute fraud under any applicable law in India.

22. **Government employees** shall mean all regular employees under the GoN who are entitled for Monthly Medical Allowance and Medical Re-imburement scheme.
23. **Government of Nagaland or the GoN** means and refers to the duly elected Government in the State of Nagaland in which the tender is issued (same as the **State Government**).
24. **Nagaland Health Benefit Package 2022** or the **N-HBP 2022** refers to the package of services required to treat a condition/ailment/ disease that insured beneficiary families would receive under the Scheme and detailed in **Schedule 3** of the Insurance Contract.
25. **Health Insurance** Health insurance is a type of insurance that covers medical expenses.
26. **Health Insurance Policy** is a contract between an Insurer and an individual /group/household/family in which the Insurer agrees to provide specified health insurance cover at a particular “premium”.
27. **IEC** shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, the State/ UT Government that are aimed at promoting information and awareness about the AB PM-JAY and its benefits to the potential beneficiaries in particular and to the general population at large.
28. **Insurance Company** or the **Insurer** means the successful bidder who has been selected pursuant to this bidding process and has agreed to the terms and conditions of this Tender Document and has signed the Insurance Contract with the SHA.
29. **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.
30. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
31. **Other Government Officials** shall mean regular employees of State Public Sector Undertakings, Corporations and Autonomous Bodies, who are entitled for Monthly Medical Allowance and Medical Re-imburement scheme.
32. **Policy Cover Period** shall mean the standard period of 12 (twelve) calendar months from the date of start of the Policy Cover or lesser period as per contract entered between the SHA and the Insurer.
33. **Premium Income** means gross direct premium income of the insurer without taking into account income on reinsurance accepted by the Insurance Company.
34. **Qualification Bid** refers to the qualification proposal submitted by a Bidder, in the format provided in Appendix I of the Part 1 of this RFP.
35. **Risk Cover** shall have the same meaning as **Benefit Risk Cover** or **Benefit Cover**.

- 36. Successful Bidder** shall mean the Bidder (Insurance Company) whose bid document is responsive, which has been prequalified and whose overall financial bid is the lowest among all the shortlisted Bidders as per the bid evaluation criteria set forth in Clause 10 of this Tender Document (Part 1 of the RFP) and whom the State Government intends to select and with whom it signs the Insurance Contract for this Scheme.
- 37. Scheme** shall have the same meaning as the **AB PM-JAY CMHIS**.
- 38. Selected Bidder** shall refer to and mean the Successful Bidder who has been selected by the SHA through the Bid exercise and has agreed to the terms and conditions of this Tender Document and has signed the Insurance Contract with the SHA.
- 39. Service Area** refers to all the existing districts and any new districts that may be created by the state government in the geographical territory of the state of Nagaland at any point in time for the implementation of the Scheme.
- 40. State Government** refers to the duly elected Government in the State of Nagaland in which this Tender Document is issued (same as the Government of Nagaland).
- 41. State Health Agency (SHA)** refers to the Nagaland Health Protection Society - agency/ body set up by the Government of Nagaland for the purpose of coordinating, managing, and implementing the AB PM-JAY CMHIS in the State of Nagaland.
- 42. Tender Documents** refers to this Tender Document published on (31/08/2022) including (Part 1 **Invitation to Bid – ITB**; Part 2: **Insurance Contract**; and Part 3: **Schedules to the Insurance Contract**). Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries and any other documents made available by the SHA to the Bidders from time to time during the Tendering process including the Insurance Contract.
- 43. Term** means duration of the Insurance Contract, in accordance with the provisions of Clause 31 of the Insurance Contract (Part 2 of this RFP).

1. INTRODUCTION AND BACKGROUND

- 1.1 The name of the Scheme is the “**Ayushman Bharat Pradhan Mantri Jan Arogya Yojna- Chief Minister’s Health Insurance Scheme**” or the “**AB PM-JAY CMHIS**” and shall hereafter also be referred to in this Tender Document as the “**Scheme**”.
- 1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT Government along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the State / UTs to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a

network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined in Clause 1.5.

1.3 The Government of Nagaland (GoN) wishes to embark upon Universal Health Coverage journey and desires to launch the Chief Minister's Health Insurance Scheme (CMHIS) in the State of Nagaland in convergence with the existing Health Insurance Cover for Deprived families under SECC 2011 through the AB PM-JAY. The Scheme is a step towards fulfilling The Nagaland Sustainable Development Goal Vision 2030, launched by the Hon'ble Chief Minister of Nagaland in August 2021 which states that by 2030, Nagaland will ensure healthy lives and promote well-being for all ages by providing equitable, affordable and quality healthcare services to the people of the state. The AB PM-JAY CMHIS will strengthen health systems and service delivery by increasing efficiencies, by reducing fragmentation in existing health protection schemes and also improve service delivery and user-satisfaction.

1.4 Beneficiaries Covered:

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

1.4.1 Beneficiaries Covered under AB PM-JAY

- a. Families entitled for benefits under the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY);
- b. Additional categories who have been extended benefits of the AB PM-JAY by the Government of India (GoI): e.g., Building and other Construction Workers (BoCW);

1.4.2 Beneficiaries Covered under CMHIS

- a. GoN employees and other officials, and their dependents entitled for benefits under the existing Medical Reimbursement Scheme of the GoN, and serving Parliamentarians/Legislators;
- b. GoN pensioners and ex- Parliamentarians/Legislators; and
- c. Any uncovered households with a valid Ration Card/ Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC).

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

| Category | Category description | Minimum number of families for which premium will be paid* |
|---|--|--|
| Cat 1: AB PM-JAY | Those eligible under (AB-PMJAY) | 2,33,328 |
| Cat 2: Additional AB PM-JAY | Additional categories who have been extended benefit of PMJAY, e.g., Building and Construction Workers (BoCW) | |
| Cat 3: GoN regular employees | 3A: Regular employees of the GoN and other officials currently employed at Pay Level 15 and above and serving Parliamentarians/Legislators | 1,029 |

| | | |
|--|---|-----------------|
| and other officials | 3B: Regular employees other officials of the GoN currently employed at Pay Level 10 to 14 | 6,912 |
| | 3C: Regular employees other officials of the GoN currently employed at Pay Level less than 10 | 64,184 |
| Cat 4: GoN Pensioners | 4A: Pensioners of the GoN and other officials who retired at Pay Level 15 and above and ex-Parliamentarians/Legislators | 25,000** |
| | 4B: Pensioners of the GoN and other officials who retired at Pay Level 10 to 14 | |
| | 4C: Pensioners of the GoN and other officials who retired at Pay Level less than 10 | |
| Cat 5: (5a and 5b) General Population | Individuals not falling under any of the Categories 1 to 4 5a: NFSA card holders 5b: residents with valid Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC) | 20,000 |
| Total number of Beneficiary Family Units*** | | 3,50,453 |

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

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

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

- 1.5 **Two coverage types:** From the point of view of benefits, the benefits under the AB PM-JAY CMHIS shall be divided into two types: (a) Benefits for those eligible under AB PM-JAY and the uncovered general population herein after referred to as the **CMHIS (GEN)**, where "GEN" connotes General Population; and (b) Benefits for government employees and pensioners herein after referred to as the **CMHIS (EP)** where "EP" connotes Government Employees and Pensioners. Table below provides details of coverage type for which each beneficiary category is eligible.

| Category | Population category | Coverage type |
|----------|---|---------------|
| Cat 1 | Those eligible under (AB PM-JAY) | CMHIS(GEN) |
| Cat 2 | Additional categories who have been extended benefit of AB PM-JAY, e.g., Building and Construction Workers (BoCW) | CMHIS(GEN) |
| Cat 3 | Regular employees and other officials of the Government of Nagaland and serving Parliamentarians/Legislators | CMHIS(EP) |
| Cat 4 | Pensioners of the Government of Nagaland and ex-Parliamentarians/Legislators | CMHIS(EP) |
| Cat 5 | Individuals not falling under any of the Categories 1 to 4 | CMHIS(GEN) |

- 1.6 **Risk Cover:** The Scheme shall provide hospitalization cover up to Rs.5 lakhs per annum on a family floater basis to all eligible beneficiary families of Nagaland. Any member of the covered family can avail treatment within the family 'wallet' of Rs.5 lakhs per annum. In addition, beneficiaries belonging to the category CMHIS (EP) i.e., Employees and Pensioners of the GoN—shall be eligible for top up cover of Rs. 5,00,000/- (Rupees five lakhs only) or Rs. 15,00,000/- (Rupees fifteen lakhs only) over and above basic cover, based on the financial viability of premium discovered as per Clause 7.6.
- 1.7 **Cashless services:** All hospitalizations/treatment under the Insurance Cover of the Scheme shall be on a cashless basis for the beneficiary; and empanelled hospitals that provide services under the AB PM-JAY CMHIS shall be reimbursed for the same subsequently as per the package rates defined under the Scheme.
- 1.8 **Mode of administering the AB PM-JAY CMHIS:** The AB PM-JAY CMHIS shall be administered through an Insurance mode upto the Insurance cover. Refer to table under this Clause 1.8 for details.

The Insurance Company shall bear the financial risk, and the State Government's liability will be limited to the agreed premium per Beneficiary Family Unit (BFU). The Insurance Company shall 'underwrite' the risk and perform all functions in consideration of the 'premium' paid for all covered families. The Insurance Company shall bear the liability, empanel hospitals, process transactions, settle and pay claims, manage grievances, etc.

| Category | | Basic Cover up to Rs 5 lakhs per annum | Top-up cover |
|------------|---|--|--------------------------------------|
| | | | Rs 5 lakhs or Rs 15 lakhs per annum* |
| Category 1 | AB PM-JAY | Insurance mode | Not applicable |
| Category 2 | Additional AB PM-JAY | Insurance mode | Not applicable |
| Category 3 | GoN employees and other officials, and serving Parliamentarians/Legislators | Insurance mode | Insurance mode |
| Category 4 | GoN pensioners and ex-Parliamentarians/Legislators | Insurance mode | Insurance mode |
| Category 5 | General population | Insurance mode | Not applicable |

* to be decided based on discovered premiums

- 1.9 **Nagaland Health Benefit Package 2022:** The Nagaland Health Benefit Package 2022 (hereinafter called the N-HBP 2022) will be divided in two categories: N-HBP 2022 for CMHIS (GEN) and N-HBP 2022 for CMHIS (EP). Refer to Clause 1.5 for distinction between CMHIS (GEN) and CMHIS (EP). The details of these two categories of N-HBP 2022 are furnished below:

1.9.1 N-HBP 2022 for CMHIS (GEN)

1.9.1.1 Procedures: The Scheme will cover approximately 1950 in-patient procedures across 27 major clinical specialties. The procedures will include both surgical and medical procedures and limited day-care packages. Detailed list of packages is available in Schedule 3 of the Insurance Contract (Volume 3 of this RFP). The list may undergo revisions, additions and deletions as the Scheme progresses, based on the feedback and suggestions received from stakeholders.

1.9.1.2 Bundled package costs: The package cost shall be all inclusive cost which is payable for a particular procedure (including medical management cases), the cost of Implants, high end drugs and diagnostics may be additional in case of a few specific procedures. Refer to Schedule 3 of the Insurance Contract (Part 3 of this RFP) for components of package, inclusions and exclusions.

1.9.1.3 Package prices: The package prices have been fixed by the DoHFW, GoN in consultation with relevant experts and providers, also taking help of relevant guidelines laid down by the National Health Authority (NHA) from time to time, as modified and applicable to Nagaland. The SHA may revise the package prices at regular intervals.

1.9.1.4 Standard Treatment Guidelines (STGs): The Insurer shall ensure that EHCPs comply with the mandatory documents specified in the STGs to the extent possible for submission of uniform set documents for claim in support of particular procedure booked for treating a patient, thereby improving operational efficiencies.

1.9.2 N-HBP 2022 for CMHIS(EP)

1.9.2.1 Under the Scheme, all Beneficiaries under Category 3 (GoN employees) and Category 4 (GoN pensioners shall be entitled to in-patient care with differential room entitlement as per their employee grade (refer to table below).

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

- a) Room rent is applicable only where prescribed treatment package rates are not available. Room rent includes charges for occupation of bed, diet for patient, charges for electricity and water supply, linen charges, nursing charges and routine up keeping.
- b) For patients availing bundled health benefit packages (surgical packages), no separate room rent will be admissible if the patient is treated in ICU/ICCU.

- c) Private ward, semi-private ward, and general ward are as per the definitions given by CGHS. Entitlement to rooms and exceptions in case of non-availability of entitled category accommodation, admission to higher or lower category of accommodation, etc shall be as per extant CGHS guideline.

1.9.2.2 The benefits under the CMHIS (EP) shall be organized on a cashless basis at empanelled hospitals.

1.9.2.3 For treatment of CMHIS (EP) beneficiaries outside Nagaland:

- a) The prescribed package rates are for semi-private ward. If the beneficiary is entitled for general ward there will be a decrease of 10% in the rates. For private ward entitlement there will be an increase of 15%. However, the rates shall be the same for investigation irrespective of entitlement.
- b) Package rate includes all the expenses for in-patient treatment, and specific daycare procedures. Beneficiaries are permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge, including (but not limited to):
- Registration charges
 - Admission charges
 - Accommodation charges
 - Diet charges
 - Operation charges
 - Injection charges
 - Dressing charges
 - Doctor consultant charges
 - ICU/ICCU charges
 - Monitoring charges
 - Transfusion charges
 - Anesthesia charges
 - Operation theatre charges
 - Procedural charges
 - Surgeon fee
 - Surgical disposables cost
 - Medicines cost
 - Physiotherapy charges
 - Nursing charges
- c) For implants, stents, grafts, consumables, drugs, not specifically mentioned in the NHBP 2022 for CMHIS (EP) list, the lower of the rates as per PMJAY (Gen) rates or CGHS or NPPA (National Pharmaceutical Pricing Authority) ceiling rates shall be

applicable. If no prescribed ceiling rates are available, the cost shall be paid as per actual.

1.9.2.4 For treatment of CMHIS (EP) beneficiaries outside Nagaland:

- a. The CMHIS (EP) beneficiaries can access treatment at any Central Government Health Scheme (CGHS) empaneled hospital (on CGHS rates applicable for that city) across India with room category as per their room entitlement as set forth in the Table under Section 1.9.2.1 above;
- b. STG as applicable for treatment of CMHIS (GEN) beneficiaries, shall be applicable for the CMHIS (EP) as well.

1.9.2.5 All beneficiaries under Category 3: GoN employee and other officials, and serving Parliamentarians/Legislators shall be allowed to avail of care with room upgrade per their room entitlement provisions outlined in Table under Section 1.9.2.1 above.

1.9.2.6 All beneficiaries under Category 4: GoN pensioners shall be allowed to avail of care with room upgrade as per their room entitlement given in Clause 1.9.2.1 above based on the employee classification level at which they retired from service with the GoN.

1.10 In order to provide above benefits to the eligible families, the Insurance Company will have to, but not be limited to, perform the following tasks:

- a. Set up of offices and deployment of staff as set forth in the Insurance Contract and Schedules to the Insurance Contract;
- b. Online verification of Beneficiaries based on beneficiary verification requests submitted by the Empaneled Health Care Providers (EHCP) or by other card generating agencies that may be independently deployed by the SHA from time to time. The verification exercise will lead to either approval of the Beneficiary by the Insurance Company as per Scheme guidelines or recommendations to the SHA for rejection of beneficiaries;
- c. Undertake preauthorization of procedures as per Scheme guidelines based on pre-authorization requests from the EHCPs;
- d. Provide coverage to Beneficiaries availing portability services under the Scheme, that is availing of services outside Nagaland;
- e. Process and manage all claims from the EHCPs;
- f. Payment of eligible claims within the prescribe timeframe as per Scheme guidelines;
- g. Audit compliances as per the terms and conditions of the Insurance Contract;
- h. Anti-fraud measures as per the terms and conditions of the Insurance Contract;
- i. Be responsible for operations and management, including HR and equipping of the call center which shall be operational 24*7 for beneficiaries and other stakeholders of the Scheme;
- j. Address grievances of beneficiaries, hospitals, and other stakeholders; and

k. Support the SHA in monitoring and evaluation related activities of the Scheme implementation.

1.11 For further details about the Scheme including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details, refer to the Insurance Contract and Schedules to the Insurance Contract in Parts 2 and 3 of this Tender Document respectively.

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

2.1 The purpose of this Tender Document is to select the most competent and experienced Insurance Company to provide the Benefit Risk Cover under the Scheme referred to in Clause 1.9 above and in detail in the **Insurance Contract** (Part 2 of this Tender Document).

2.2 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all entitled Beneficiary Families in Nagaland (refer to Clause 1.4) as per the beneficiary database provided by the State Government to the Insurance Company. The beneficiary database shall be updated from time to time by the SHA, subject to the compliance of Guidelines as defined by the SHA. The AB PM-JAY CMHIS is an entitlement-based scheme wherein all beneficiary family units shall be eligible for coverage under the Scheme and a member of covered family can avail treatment at any of the empanelled hospitals at any time after due identification. However, to promote awareness of the Scheme and to streamline beneficiary database, the SHA shall undertake enrolment drives on an ongoing basis during first two years of the Scheme till the time all residents of Nagaland are enrolled with a unique individual and family ID. The SHA shall provide a minimum number of families under each category as in the Table below-

| Category | Category description | Minimum number of families for which premium will be paid* |
|---|--|--|
| Cat 1: AB PM-JAY | Those eligible under (AB-PMJAY) | 2,33,328 |
| Cat 2: Additional AB PM-JAY | Additional categories who have been extended benefit of PMJAY, e.g., Building and Construction Workers (BoCW) | |
| Cat 3: GoN regular employees and other officials | 3A: Regular employees of the GoN and other officials currently employed at Pay Level 15 and above and serving Parliamentarians/Legislators | 1,029 |
| | 3B: Regular employees of the GoN and other officials currently employed at Pay Level 10 to 14 | 6,912 |
| | 3C: Regular employees of the GoN and other officials currently employed at Pay Level less than 10 | 64,184 |

| | | |
|--|---|-----------------|
| Cat 4: GoN Pensioners | 4A: Pensioners of the GoN who retired at Pay Level 15 and above and ex- Parliamentarians/Legislators | 25,000 |
| | 4B: Pensioners of the GoN who retired at Pay Level 10 to 14 | |
| | 4C: Pensioners of the GoN who retired at Pay Level less than 10 | |
| Cat 5: (5a and 5b) General Population | Individuals not falling under any of the Categories 1 to 4 5a: NFA card holders, 5b: residents with valid Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC) | 20,000 |
| Total number of Beneficiary Family Units | | 3,50,453 |

- 2.3 Therefore, bids are invited from interested and eligible Insurance Companies with a minimum commitment as to the number of all eligible Beneficiary Family Units as provided in the table under Clause 2.2 above.
- 2.4 Continuous enrolment of eligible families will be carried out throughout the year and payment of premium for the additional (above the minimum committed families mentioned in table under Clause 2.2 above) enrolled families will be done by the SHA on a quarterly basis to the Insurance Company on the basis of premium calculation prorated from the date of enrolment to the end of the Policy Period.
- 2.5 For the purpose of this Tender Document, the Insurance Company shall submit four separate quotations (premium per annum per family) as a part of the Financial Bid document. The details of the four separate quotations are provided in table below:

| Quotation | Benefit cover |
|-------------|---|
| Quotation 1 | Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) on a family floater basis per eligible family for hospitalization for the CMHIS (GEN) beneficiaries. |
| Quotation 2 | Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) on family floater basis per eligible family for hospitalization for CMHIS (EP) beneficiaries. |
| Quotation 3 | In addition to Rs. 5,00,000 (Rupees Five Lakh only) basic cover, a top-up cover of Rs. 5,00,000 (Rupees Five Lakh only) per family for CMHIS (EP) beneficiaries. The benefit packages and the prices would remain the same as in Quotation 2. |
| Quotation 4 | In addition to Rs. 5,00,000, a top-up cover of Rs. 15,00,000 (Rupees Fifteen Lakh only) per family for CMHIS (EP) beneficiaries. The benefit packages and the prices would remain the same as in Quotation 2. |

The procedure for selecting the Successful Bidder based on the four quotations is furnished in Clause 10.4.4, Clause 10.4.5 and Clause 10.4.6 of this Part 1 of the Tender Document.

- 2.6 The SHA hereby invites proposals from interested and eligible Insurance Companies to participate in the tendering process as per the terms, conditions and guidelines detailed in this Tender Document.

3. Eligibility and Qualification Criteria for Bidders

3.1 Minimum Eligibility Criteria

- 3.1.1 The Bidder should be a registered private or public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India.
- 3.1.2 The Bidder, registered as private or public insurance companies, shall also be registered with the Insurance Regulatory and Development Authority of India (IRDAI) for at least last three consecutive completed financial years immediately preceding the Bid Due Date and holding a valid licence to provide insurance services as on the date of issue of this Tender Document.
- 3.1.3 The Bidder should be registered with the IRDAI to carry out health insurance business for at least last three consecutive completed financial years immediately preceding the Bid Due Date. *For the avoidance of doubt, for the purposes of this Tendering Process and determining health insurance business, health insurance business will exclude personal accident and travel cover, whether explicitly stated or not.*
- 3.1.4 The Bidder shall be a single entity and consortium is not allowed. Bids submitted by any consortium shall be termed as non-Responsive and shall be rejected.
- 3.1.5 The Bidder should unconditionally accept the terms and conditions of this Tender Document.

3.2 Qualification Criteria

- 3.2.1 To be considered technically qualified, the Bidder meeting above minimum Eligibility Criteria shall demonstrate that it satisfies the following:
- a. The Bidder shall have done the group health policy cover (excluding personal accident or travel cover) of at least 50,000 families in the last three consecutive financial years, immediately preceding Bid Due Date.
 - b. The Bidder shall have gross direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores in the last three consecutive financial years, immediately preceding Bid Due Date.
- 3.2.2 If any Bidder fails to meet the Qualification Criteria as provided in Clause 3.2.1 above, its Bid shall be declared as Non Responsive and summarily rejected. Financial Bids of all such rejected Bidders shall not be opened.

3.3 Required documents for Eligibility and Qualification Criteria

FOR the purposes of establishing the fulfilment of minimum eligibility criteria provided in Clause 3.1, including all its sub-clauses, and the qualification criteria provided in

Clause 3.2, including all its sub-clauses, each Bidder shall submit the following documentary evidence (refer to table under this clause) in the prescribed formats:

| S. No. | Criteria | Documentary evidence required |
|--------|---|---|
| 1. | The Bidder should be a registered private or public owned insurance company. | Certification of Incorporation along with the Articles & Memorandum of Association of the Company under The Companies Act, 1956 and/or 2013, in India. |
| 2. | The Bidder registered as private or public insurance companies shall be registered with the IRDAI for at least last three consecutive financial years immediately preceding the Bid Due Date. | True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates. |
| 3. | The Bidder should be registered with the IRDAI to carry out health insurance business for at least last three consecutive completed financial years immediately preceding the Bid Due Date. | True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates |
| 4. | The Bidder shall have done the group health policy cover (excluding personal accident or travel cover) of at least 50,000 families in the past three consecutive completed Financial Years, immediately preceding Bid Due Date. | True certified copies of work orders/LoA which provides proof that the Insurance Company has done group health insurance policy Insurance (excluding personal accident or travel cover) covering at least 50,000 families for the last three consecutive completed financial years preceding Bid Due Date. |
| 5. | The Bidder shall have Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores in the last three consecutive Financial Years immediately preceding Bid Due Date in India. | Declaration / Undertaking / Certificate from their Statutory Auditor which provides proof that the bidder has Gross Direct Premium Income from health insurance business (other than accidental and travel insurance premium) of at least Rs. 100 crores in the last three consecutive Financial Years immediately preceding Bid Due Date in India. |

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 consecutive years from the date

that such an event occurs.

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

a. **Corrupt practice** means:

(i) Offering, giving, receiving or soliciting, directly or indirectly, of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the SHA who is or has been associated in any manner, directly or indirectly, with the Bidding Process has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the SHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or

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

4.3 Misrepresentation by the Bidder

- 4.3.1 The SHA shall have the right to reject any bid if:
- a. At any time, a material misrepresentation is made by the Bidder; or
 - b. The Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.
- 4.3.2 The SHA has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Insurance Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of the SHA, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the

NOA or it has entered into the Insurance Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the SHA to the Bidder, without the SHA being liable in any manner whatsoever to the Bidder.

4.4 Other Grounds Declaring a Bid Ineligible

4.4.1 If the bidder has:

- a. Been black-listed to bid for government sponsored health insurance schemes by the 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 Laws and such non-compliance continues as on the last date of bid submission; or
- c. Any contract for the implementation of a government-sponsored health insurance scheme has been terminated by at least four governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such Insurance Company shall not be eligible to submit a Bid.

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

4.5 SHA's Right to Evaluate Eligibility:

4.5.1 The SHA reserves the right to require a Bidder to submit documentary evidence, in the form and manner that the SHA deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at 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 Insurance Contract, if such a Bidder is selected as the Successful Bidder.

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

4.5.3 If the SHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the SHA shall have the right to:

- a. Disqualify the Bidder and reject its Bid; or
- b. Revoke the NOA or terminate the Insurance Contract after acceptance of its Bid by issuing a written notice to the Bidder.

4.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA

shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the Insurance Contract executed with it.

- 4.5.5 If the SHA terminates the Insurance Contract in accordance with one or more of the Clause 4.1 to Clause 4.5, then the Insurance Company shall be liable to repay the Premium received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the Insurance Contract, including liability to pay penal charges, if any, levied by the SHA.

5. Clarifications and Pre-Bid Meeting

5.1 Clarifications and Queries

- 5.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the SHA in writing, 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 The 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 5.1.2 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 of the GoN or the SHA / the Scheme *cmhis.nagaland.gov.in* 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) 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 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, 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 website (*cmhis.nagaland.gov.in*)

5.2 Pre-Bid Conference

- 5.2.1 The Pre-Bid Conference shall be convened at the designated date, time and place

mentioned in the Bid Data Sheet. Only authorised representatives of interested Insurance Companies 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 (*cmhis.nagaland.gov.in*).

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 whatsoever, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) in writing and/or 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 (*cmhis.nagaland.gov.in*) portal.
- 6.1.3 The Bidders are required to read the Tender Document with any Addendum that may be issued by the SHA 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 employees or consultants or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the tendering process, 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 *cmhis.nagaland.gov.in* 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 SHA by sending an e-mail request to *nagaland.nhpm@gmail.com* with copy marked to *hfw.ngld@gmail.com*.
- 6.3.3 The SHA shall make best efforts to respond to e-mail request(s) in Clause 6.3.2 and resolve the technical issue or error or provide an alternative solution to the Bidder, within not later than 7 (seven) 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 becomes 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 in response to this Tender Document.
- 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;
- c. satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Scheme in accordance with the Insurance 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 (Part 1 **Invitation to Bid** – ITB; Part 2: **Insurance Contract**; and Part 3: **Schedules to the Insurance Contract**, and any addendums if issued) must be read by the Bidders 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 consequence 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 (one hundred and eighty) 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 Premium

7.6.1 The Bidders are, as a part of their Financial Bid, required to quote four quotations as detailed in Clause 2.5 for providing Benefit Risk Cover Benefit per eligible Beneficiary Family Unit per annum on family floater basis in the State;

7.6.2 Premium quoted by the Insurance Company shall be inclusive of all costs including expenses, overheads, service charges and profits, but exclusive of applicable taxes in the format specified at **Form Fin-1**; and

7.6.3 All Premium quoted shall be only in Indian Rupees and up to two decimal places.

7.6.4 The SHA will not provide any other cost/reimbursement/payment apart from premium quoted by the Bidder.

7.7 Formats for Bid Submission

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

7.7.1 Formats for **Qualification Bid**

- 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 of 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-a to 5-d**
 - (i) True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three consecutive years' renewal certificates: marked as Annexure **Qual-5-a**
 - (ii) Last 3 (three) consecutive completed financial years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-b**
 - (iii) True certified copies of work orders/LoA which provides proof that the Insurance Company has done group health insurance policy Insurance (excluding personal accident or travel cover) covering at least 50,000 families for the three completed financial years, immediately preceding the Bid Due Date: marked as Annexure **Qual-5-c**
 - (iv) Certification from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from health of at least

Rs. 100 crores in the three financial years, immediately preceding the Bid Due Date: marked as Annexure **Qual-5-d**

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

7.8 Validity of Bids

- 7.8.1 The Bids shall be valid for a period specified in the Bid Information Sheet.
- 7.8.2 A Bid valid for a period shorter than that specified will be rejected by the SHA as being non-responsive.
- 7.8.3 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 7.7.1.

8.2 Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1 and Form Fin-2** as specified in Clause 7.7.2 above and not include any other documents as part of the Financial Bid.
- 8.2.2 Each Bidder is required to quote the Premium in **Form Fin 1**:
 - a. For providing the Risk Cover, as set out in Form **Fin-1**.
 - b. for each Beneficiary Family Unit eligible and covered under different categories under the Scheme the premium quoted shall be per annum on a family floater

basis and shall be inclusive of expenses, overheads, service charges and profits, but exclusive of applicable taxes payable in respect of such Premium;

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

8.3 Signing of the Bid

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

8.4 Submission of the Bid

- 8.4.1 Each Bidder shall submit their Bids to SHA on the following address:

Address:

(Room No: 215)

Directorate of Health & Family Welfare

Below Nagaland Civil Secretariat Complex, Ruziezou, Kohima- 797 001

- 8.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 8.4.3 Under any circumstances whatsoever, 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 the Bid Information Sheet.
- 8.5.2 The SHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with Clause 6.1. 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 Bidders 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 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 the 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.

- 8.6.3 The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date.
- 8.6.4 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked "**WITHDRAWAL**" and either be hand delivered or be sent by registered post, speed post or courier to the address provided in Clause 8.4.1.
- 8.6.5 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 at the following address:

IDSP Conference Hall
Directorate of Health & Family Welfare
Below Nagaland Civil Secretariat Complex, Ruziezou, Kohima- 797 001

- 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, at 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, 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.
- 9.9 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.
- 9.10 The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.11 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 declared after the completion of the bid evaluation process.
- 9.12 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 by the SHA.
- 9.13 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Insurance Contract is subsequently awarded to it on the basis of such information.

10. Evaluation of Bids and Selection of Successful Bidder

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 is in the prescribed formats.
- b. The Bid 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 summarily 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

10.2.1 Upon opening of the Financial Bids of the Eligible Bidders, the Financial Bids will first be evaluated for responsiveness to the Tender Documents.

10.2.2 All financial bids that meet one or more of the following criteria shall be deemed to be substantially non-responsive and the SHA shall reject all such Bids:

- a. The Financial Bid is not complete in all respects; or
- b. The Financial Bid is not duly signed by the authorized representative of the Bidder; or
- c. The Financial Bid is not in the prescribed formats; or
- d. The Financial Bid contains material alterations, conditions, deviations or omissions; or
- e. The Financial Bid is conditional.

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 decide to reject its Bid. In the event that the SHA decides not to reject the Bid, the SHA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the SHA.

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

10.4 Stage 4: Selection of the Successful Bidder

10.4.1 Once the Financial Bids of the Eligible Bidders have been opened and evaluated, 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 evaluation and ranking of the Financial Bids and selection of the Successful Bidder (s) (the Selection Meeting) and invite such Eligible Bidders to be present at the Selection Meeting.

10.4.2 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.

10.4.3 The lowest bid for each category will be the L1 bid for that category.

10.4.4 SHA shall follow the following steps for the selection process:

- a. L1 for financial Quotation 1 which is for CMHIS (GEN) will be asked to match the L1 bid for Quotation 2 , Quotation 3 and Quotation 4.
- b. If the L1 bidder for Quotation 1 agrees to match the L1 bids for Quotation 2, Quotation 3 and Quotation 4 as set out in Clause 10.4.4 a, the L1 bidder for Quotation 1 shall be declared as the 'Selected Bidder' else the L2 bidder for Quotation 1 shall be approached to match the L1 bids for all 4 Quotations categories.
- c. If the L2 bidder agrees to do as set out in Clause 10.4.4. b, the bidder shall be declared as the 'Selected Bidder', else the L3 bidder shall be asked to match the L1 Quotations of all 3 categories and so on.
- d. The process shall be repeated till the 'Selected Bidder' is identified.
- e. If no winner is identified through this process, the total Bid price of each bidder shall be computed across the 3 (three) Quotations (multiplication of the Bid price per family with minimum committed number of families for the respective categories) and the Bidder with the lowest total Bid price shall be declared as the 'Selected Bidder'.

10.4.5 In case two or more bidders have the same lowest premium (rounded off to two decimal points), the Successful Bidder will be selected through lottery.

10.4.6 In case, if the bidder cannot be finalised even after all the steps mentioned in Clause 10.4.4 and Clause 10.4.5, then the SHA shall take steps for re-tendering.

10.4.7 The SHA reserves the right to proceed with all three, only two or only one Quotation category and select the successful L1 Bid following above process.

11. Execution of Insurance 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:

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

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

11.1.2 The Bidder declared as the Successful Bidder shall fulfil the following two conditions (**Conditions Precedent to execution of the Insurance Contract**) prior to the execution of the Insurance Contract:

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft Insurance Contract issued by the SHA in accordance with Clause 11.2 and it will be required to notify its acceptance of the terms of such further revised draft Insurance Contract; and
- b. Within 3 (three) days of receiving the NOA, provide to the SHA information regarding the plan of the outsourcing of non-core business to any agency, if the Insurance Company intends to outsource, subject to the following:
 - i. It shall be the obligation of the Insurer to satisfy itself of the qualifications of such agency and other providers including reinsurance companies as per IRDAI regulations.
 - ii. The Insurer may be asked to submit documents establishing the qualification of such outsourced agency and its arrangements with such agency.
 - iii. It is to be noted that Insurer shall manage the outsourced agencies without need of SHA's supervision and comply with KPIs and other obligations under the contract.
 - iv. However, no such submission is required if the Insurer does not propose to hire any outsourced agency or any other intermediary for any non-core task related to the AB PM-JAY CMHIS and/ or for reinsurance. *In such a case the Insurer shall notify the SHA of such a decision through a letter signed by the authorised representative of the Insurance Company.*

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, at its sole discretion, decide to grant such Bidder an extension of time for the completion of such condition(s) or to

disqualify the Bidder selected as the Successful Bidder, including debarring the Bidder from participating in any future government Tender in the State of Nagaland for a period of three consecutive years from such date.

11.1.4 If the SHA decides to disqualify such Bidder, then the SHA may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at Clauses 10.2, 10.3, 10.4. The SHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

11.2 Execution of the Insurance Contract

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

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

11.2.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the Insurance Contract, the SHA may decide to disqualify the Selected Bidder and revoke the NOA issued to it. If the SHA decides to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 11.1.3 and Clause 11.1.4 shall apply.

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

11.2.5 The Selected Bidder agrees that as Conditions Precedent to the execution of the Insurance Contract in accordance with Clause 11.2.4, it shall submit executed redacted copies of the services agreements signed with the outsourced agencies and other Service Providers nominated by it in accordance with Clause 11.1.2(b). All such services agreement(s) signed by the Insurance Company shall be in compliance with the provisions of the Insurance Contract.

11.2.6 If the SHA is ready and willing to execute the Insurance Contract, but the Selected Bidder does not agree to execute the Insurance Contract within the time period specified in Clause 11.2.4 or to fulfil the conditions precedent to the execution of the Insurance Contract that are specified in Clause 11.1.2, the SHA may, at its sole discretion, decide to grant the Selected Bidder an extension of time for the execution of the Insurance Contract or to disqualify the Selected Bidder and revoke the NOA. If

the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 11.1.3 and Clause 11.1.4 shall apply.

12. Rights of the State Health Agency

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

- a. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Insurance Contract, without thereby incurring any liability to the affected Bidder(s);
- b. not accept the lowest Bid;
- c. proceed with only one or two or all three covers and quotations thereof in the Financial Bid (Format Fin-1) submitted by the Bidder, without incurring any liability to the Bidder(s);
- d. 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;
- e. consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- f. 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

13.1 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 Kohima (Nagaland) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Appendix-I

Format: Qual-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 Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) in the State of Nagaland

With reference to your Tender Documents dated _____, we, [insert name of Bidder], wish to submit our Qualification Bid for the award of the Insurance Contract for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) in the State of Nagaland. Our details have been set out as per Qual 2 of Volume I of the 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 Nagaland or any other person / agency nominated by the Government of Nagaland (the **State Health Agency**) will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the State Health Agency any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the State Health Agency to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
4. We undertake that:
 - a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.

- b. We agree and release the State Health Agency and their employees, consultants, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
5. We represent and warrant that:
- a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
 - b. We accept the terms of the Insurance Contract and its Schedules that form Volume II and Volume III of the Tender Document and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main Insurance Contract or the draft Supplementary Insurance Contract, if declared as the Successful Bidder.
 - c. [We are registered with the IRDAI] to undertake the general insurance (including health insurance) business or standalone health insurance business in India and we hold a valid registration for the same as on the date of submission of this Bid. *[Note to Bidders: Please choose the correct option.]*
 - d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
 - e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The State Health Agency is not obliged to return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
 - g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
 - h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the Insurance Contract.
 - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the Insurance Contract.

- j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until _____ . *[Note to Bidders: Insert the date that is as per the Bid Data Sheet.]*
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 Format Qual 6 of Volume I of tender document.
8. We undertake that if we are selected as the Successful Bidder we shall:
- a. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) within three days of receipt of the NOA, as confirmation of our acceptance of the NOA;
 - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Insurance Contract provided to us by the State Health Agency; and
 - c. Execute the Insurance Contract with the SHA for the implementation of the AB PM-JAY CMHIS.
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:
- a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the Insurance Contract(s) for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) in the State of Nagaland.
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]*, 2022

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

Format: Qual-2: Applicant Details

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

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 , 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]

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 present that we _____
_____ (name and address of the registered office) having CIN *(insert registration number / CIN of the Insurance Company)* do hereby constitute, appoint and authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of a bid pursuant to Tender Document No..... dated *(insert Tender Document No. and date of issue)* issued by the Government of Nagaland, acting through the State Health Agency, for Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS), 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 Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS)

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

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 Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) as set out in the Tender Documents including the Insurance Contract and its Schedules, which are an integral part of the Tender Document.

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]

Format: Qual-5: List of Documents supporting Eligibility and Qualification of the Bidder

- a. True certified copies of the registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates
- b. Last three years "audited Balance Sheet and Profit and Loss Statement with Auditors" Report
- c. True certified copies which provides proof that the Insurance Company has a group health insurance policy(excluding personal accident or travel cover) covering at least 50,000 families for the last three completed financial years immediately preceding Bid Due Date.
- d. True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance(excluding personal accident or travel cover) of at least Rs. 100 crores in the last three financial years ,immediately preceding the Bid Due Date.

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 Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS):

| No. | Document | Document No. (Reference no. to be provided in the Qualification Bid) | Submitted (Yes / No) |
|-----|--|--|-------------------------|
| 1 | Bid Application Cover Letter | Qual-1 | |
| 2 | Applicant Details | Qual-2 | |
| 3 | Power of Attorney | Qual-3 | |
| 4 | Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme | Qual-4 | |
| 7 | True certified copies of the registration granted by the IRDAI & and last three years' renewal certificates | Qual-5-a | |
| 8 | Last 3 Years" audited Balance Sheet and Profit and Loss Statement with Auditors Report" | Qual-5-b | |
| 10 | True certified copies which provides proof that the Insurance Company has group health insurance policy (excluding personal accident or travel cover) covering at least 50,000 families for the last three completed financial years | Qual-5-c | |
| 11 | True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance of at least Rs. 100 crores in the last three completed financial years. | Qual-5-d | |
| 12 | Checklist for Qualification Bid | 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 : Financial Bid

[On letterhead of the Bidder]

From

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

Date: [insert date], 2022

To

Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) in the State of Nagaland.

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

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

6. We acknowledge and declare that the State Health Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Health Agency of the same immediately.
8. We are quoting the following Premium:

| NO. | Cover | Number of minimum committed Beneficiary Family Units | Annual Premium per family (in Rs.) (inclusive of all costs, expenses, overheads and profits margin) | Total Annual Premium |
|-----|--|--|---|--------------------------------|
| | | (B) | (C) | (B)x(C)=(D) |
| 1 | Rs. 5,00,000 cover Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization expenses as per the Scheme for CMHIS (GEN) | 2,53,328 | Rs..... (Rupees only) | Rs..... (Rupees only) |
| 2 | Rs. 5,00,000 cover Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization expenses as per the Scheme for CMHIS (EP) | 97,125 | Rs..... (Rupees only) | Rs..... (Rupees only) |
| 3 | Top up cover of INR 5 Lakh for CMHIS (EP) | | Rs..... (Rupees only) | Rs..... (Rupees only) |
| 4 | Top up cover of INR 15 Lakh for CMHIS (EP) | | Rs..... (Rupees only) | Rs..... (Rupees only) |

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

9. We acknowledge, confirm and undertake that:
- The terms and conditions of the Tender Document and the Premium being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the Insurance Contract and the terms and implementation thereof.

11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the Insurance Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the Insurance Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.
14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Kohima and/or relevant courts having jurisdiction over Nagaland will have exclusive jurisdiction in the matter.
15. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this ____ day of __, 2022

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

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

[On letterhead of the Bidder's Appointed Actuary]

From

[Name of Actuary]
[Address of Actuary]

Date: [insert date], 2022

To

Dear Madam / Sir,

Subject: Actuarial Certificate in respect of Premium quoted by [insert name of Bidder] in its Financial Bid dated [insert date] for the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) in the State of Nagaland.

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

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

I/ We understand that the Bidder will submit its Bid for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS) (the Scheme) in the State of Nagaland.

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

- a. We have read the Tender Documents for award of Insurance Contract for the implementation of the Scheme.
- b. The rates, terms and conditions of the Tender Documents and the Premium being quoted by the Bidder for the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in the records of the Bidder.
- c. Following assumptions have been taken into account while calculating the price for the **Benefit Risk Cover** under the Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS):
 - i. Projected Claim Ratio – ____ %
 - ii. Administrative Cost – ____%

iii. Profit – ____ %

Dated this ____ day of __, 202X

At [insert place]

[Signature]

In the capacity of _____
[position]