

**Tender Document for Selection of Insurance Company for
the implementation of
Ayushman Bharat – National Health Protection Mission (AB-NHPM)**

In the Union Territory of Daman Diu and Dadra & Nagar Haveli

July 2018

Volume I:
Instruction to Bidders

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Abbreviations

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

Data Sheet

Project title	AYUSHMAN BHARAT – NATIONAL HEALTH PROTECTION MISSION (AB-NHPM)
Objectives of the project	The objective of AB-NHPM is to reduce out of pocket hospitalisation expenses, reduce unmet needs and improve access of identified families to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).
Submissions required	Qualification Bid: Formats Qual-1 to Qual-8 as per Clause 7.7.1 of Volume I of the Tender Document. Financial Bid: Form Fin-1 and Form Fin-2 as per Clause 7.7.2 of Volume I of the Tender Document.
Pre-bid conference	Yes
Contact details for all queries	Name: Dr V. K. Das. Designation: Nodal Officer AB- NHPM, UT of Daman Diu & Dadra Nagar Haveli. Address: Office of the Directorate, Medical & Public Health Department, Shri Vinoba Bhave Civil Hospital, Campus, Saily Road, U.T. of Dadra & Nagar Haveli, Silvassa – 396 230 Tel No.: 0260-2642940, 2640615 Fax No: 0260-2642961 e-mail: svbch.sil@gmail.com , cmo-dnh@nic.in , maresh.kakadiyadn@gov.in
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	<ol style="list-style-type: none"> The Bidder should be a registered private or public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India. The Bidder should be registered with the Insurance Regulatory Development Authority of India (IRDAI) to carry out health insurance business for at least the last three completed financial years. The Bidder shall have overall done the group health cover policy of at least 50,000 families for in any two of the last three financial years. The Bidder shall have Gross Direct Premium Income from Health business of at least Rs. 100 crores for in India in each of the last three completed financial years. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
Insurance Contract period	One year and will be extendable for one more year if mutually agreed
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.
Address for bid submission	Procurement & Tender Department, Shri Vinoba Bhave Civil Hospital Campus, Medical & Public Health Department, Dadra Nagar Haveli, Silvassa – 396 230.

Important Dates:

Date of release of Tender Document	17/07/2018
Last date of receiving queries	Within 7 days of the release of the Tender Document.
Pre-bid meeting	24/07/2018
Issue of Addendum / revised Tender Document (if required)	Within 21 days of the release of the Tender Document (only if required) On the following website https://www.dnhtenders.gov.in .
Last date of bid submission	06/08/2018, 14.00 Hrs.
Date and time of technical bid evaluation	06/08/2018, 15.30 Hrs.
Date and time of Financial Bid opening	Only after evaluation of Technical Bids
Issue of Notice of Award (NOA)	After getting approval
Acceptance of Notice of Award	Within 3 days of the issue of Notice of Award.
Signing of Insurance Contract	Within 21 days of issue of Notice of Award.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of UT Administration of Daman Diu and Dadra Nagar Haveli, hereinafter referred to as UT Administration, acting through the Union Territory Health Agency (UTHA), or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document along with all its Volumes and such other terms and conditions subject to which such information is provided.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for the UT Administration or the UTHA 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 UT Administration nor the UTHA nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document.

The UT Administration shall incur no liability under any law including the law of contract, tort, the principles of restitution, or unjust enrichment, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. The statements and explanations contained in this Tender document are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the Insurer's Contract or the UT Administration's rights to amend, alter, change, supplement or clarify the scope of work, or the Insurance Contract to be signed pursuant to this Tender Document the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the UT Administration.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by the UT Administration or the UTHA to the Bidders or any other person.

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

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

The issue of this Tender Document does not imply that the UT Administration is bound to appoint an Insurer as the Successful Bidder, and the UT Administration reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the AB-NHPM in the UT of Daman Diu and Dadra & Nagar Haveli, without assigning any reason whatsoever.

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

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

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

Definitions and Interpretations

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

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

Beneficiary means a member of the AB-NHPM Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat – National Health Protection Mission. Referred to as AB-NHPM Beneficiary henceforth in the document.

Along with the AB-NHPM beneficiary families, additional beneficiary families added by UT Administration is as below,

- 1) Resident families whose annual income is below Rs.1 lakhs.
- 2) All Families whose annual income is above Rs.1 lakhs.

Category 1) and 2) will also be known as Non SECC AB-NHPM beneficiary families

Beneficiary Family Unit or AB-NHPM Beneficiary Family Unit refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the UT Administration along with the Non SECC beneficiary family category added by the UT Administration of Daman Diu and Dadra Nagar Haveli i.e Resident families whose annual income is below Rs.1 lakhs and All Families whose annual income is above Rs.1 lakhs referred to as AB-NHPM Beneficiary Family Unit henceforth in the document..

Benefit Cover refers to the annual basic cashless hospitalisation coverage of Rs.5,00,000/- that the insured families would receive under the Ayushman Bharat – National Health Protection Mission.

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

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

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

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

EHCP or Empanelled Health Care Providers shall mean and refer to those public or private health care providers who are empanelled by the UTHA for providing services to the Beneficiaries under the Ayushman Bharat – National Health Protection Mission.

IEC shall mean Information Education and Communication and refer to all such efforts undertaken by the Union Territory Health Agency, the UT Administration that are aimed at promoting information and awareness about the Ayushman Bharat – National Health Protection Mission and its benefits to the potential beneficiaries in particular and to the general population at large.

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

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

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

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

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

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

Scheme shall mean the Ayushman Bharat – National Health Protection Mission managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Agency.

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

Service Area refers to all the districts in the UTs of Daman Diu and Dadra Nagar Haveli covered and included under this Tender Document for the implementation of AB-NHPM.

UT Administration refers to the Administration of Daman Diu and Dadra Nagar Haveli in the Union Territory in which the tender is issued.

Union Territory Health Agency (UTHA) refers to the agency/ body set up by the UT Administration of Daman Diu and Dadra Nagar Haveli for the purpose of coordinating, managing and implementing the Ayushman Bharat – National Health Protection Mission in the UTs of Daman Diu and Dadra Nagar Haveli

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

❖ **Instructions to Bidders :**

- 1) All Tender Documents can be downloaded free from the website <https://dnhtenders.gov.in/nicgep/app>
- 2) All bids should be submitted online on the website <https://dnhtenders.gov.in/nicgep/app>
- 3) The user can get a copy of instructions to online participation from the website <https://dnhtenders.gov.in/nicgep/app>
- 4) The suppliers should register on the website through the “New Supplier” link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority.
- 5) The application for training and issue of digital signature certificates.
- 6) For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below:
The Director
Medical & Health Services, Shri Vinoba Bhave Civil Hospital Campus,
U.T. of Dadra & Nagar Haveli, Silvassa - 396 230
Tel: 0260-2642940, 2640615, 2630102, Fax: 0260-2642961
- 7) All documents scanned/attached should be legible/readable. A hard copy of the same may be send which the department will be use if required. Uploading the required documents in <https://dnhtenders.gov.in/nicgep/app> is essential.
- 8) The Bidder has to give compliance for each quoted product for any false/ misleading statement in compliance found any time during the procurement process, the bid shall be outrightly rejected & EMD shall be forfeited.

Key dates :

Bid document downloading Start Date	: 17.07.2018
Pre-Bid Meeting Date	: 24.07.2018, 11.00 Hrs.
Bid document downloading End Date	: 06.08.2018, 12:00 Hrs.
Last Date & Time for receipt of Bid	: 06.08.2018, 14.00 Hrs.
Preliminary Stage Bid Opening Date	: 06.08.2018, 15.00 Hrs.
Technical Stage Bid Opening Date	: 06.08.2018, 15.30 Hrs.

Tender Fees (Non Refundable) ₹.5,000/-:

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non Refundable) will be accepted only in form of DD/A/c payee Cheque in favor of **The Director, Medical & Health Services, D&NH** from any Nationalized or Scheduled Bank of India payable in Silvassa.
- c. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

Earnest Money Deposit: (₹.27,48,000/-)

- a. All tenders must be accompanied by EMD as specified in schedule otherwise tender will be rejected.
- b. The manufacturing units who are placed in Silvassa are exempted for Earnest Money Deposit. For getting exemption, tenderers have to furnish valid and certified documents along with the tender, otherwise tender will be rejected.
- c. Any firm desires to consider exemption from payment of Earnest Money Deposit, valid and certified copies of its Registration with IRDAI certificate should be attached to their tenders.

d. EMD can be paid in either of the form of following:

- i. A/c Payee Demand Draft
- ii. Fixed Deposit Receipts
- iii. Bank Guarantee

In favor of **The Director, Medical & Health Services, D&NH** from any Nationalized or Scheduled Bank authorized by RBI to undertake Government Business.

e. EMD should be valid up to **12 (Twelve Months)** from the date of its issuance.

f. EMD in any other forms will not be accepted.

g. EMD/Security Deposit shall be liable to be forfeited in following circumstances:

- i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
- ii. In case, the supplier does not execute the supply order placed with him within stipulated time, the EMD of the supplier will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.
- iii. Tenderer fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed/spoilt.

h. The amount of Earnest Money paid by the tenderer(s) whose tenders are not accepted will be refunded to them by cheque or Demand Draft (as may be convenient to the Tender Inviting Officer if the amount is above ₹.200/-) drawn on any Nationalized or Scheduled Bank payable at Silvassa. Where this mode of payment is not possible the amount will be refunded at the cost of the tenderer.

i. Only on satisfactory completion of the supply order for and on payment of all bills of the supplier, as to be admitted for payment, the amount of Security Deposit/Earnest Money will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.

j. In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the name articles will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases(s) shall be recovered from the former suppliers Security Deposit/Earnest Money or bills payable. The suppliers shall have no right to dispute with such procedure.

k. The Earnest Money(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Earnest Money required by these conditions.

Security Deposit: (SD)

The L1 bidder has to pay a Demand Draft/ FDR/ Bank Guarantee of 10% of the total bid value shall be deposited in favour of **“The Director, Medical & Health Services, D&NH”** as Security Deposit, which would be reimbursed upon satisfactory performance of the Insurance Company at the end of the contract period.

**Tender Document for the
Selection of Insurance Company
for the implementation of
Ayushman Bharat – National Health Protection Mission**

In the Union Territory of Daman Diu and Dadra Nagar Haveli

**Volume I
Instruction to Bidders**

Volume I: Instruction to Bidders

1. Context

- 1.1 The name of the Scheme is the “AYUSHMAN BHARAT NATIONAL HEALTH PROTECTION MISSION” and shall hereafter be referred to as the AB-NHPM or “SCHEME”.
- 1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the UT Administration of Daman Diu and Dadra Nagar Haveli along with the additional Non SECC beneficiary families category added by UT the Administration of the UTs of Daman Diu and Dadra Nagar Haveli i.e Resident families whose annual income is below Rs. 1 lakhs and All Families whose annual income is above Rs. 1 lakhs to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below.
- 1.3 The following benefits will be covered for the eligible AB-NHPM beneficiary families under the SCHEME.
- a. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
 - b. Pre and post hospitalisation cover
 - c. Risk Cover (RC) of Rs.5,00,000 (Rupees Five Lakh only) per eligible AB-NHPM Beneficiary Family Unit per annum under AB-NHPM.
 - d. Eligible family will include all members within identified relationships as included in the SECC Database and updated from time to time (refer to Volume II of this Tender Document).
- For further details about the Scheme including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details, refer to Volume II of this Tender Document.

2. Purpose and Scope of this Tender Document

- 2.1 The purpose of this Tender Document is to select the most competent and competitive Insurance Company to provide the *Benefit Risk Cover* under the Scheme

referred to in **1.3** above and in detail in **Volume II** of this Tender Document.

- 2.2 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all eligible AB-NHPM Beneficiary Families included in the Socio-Economic Caste Census (SECC) database currently and updated from time to time by UT Administration of Daman Diu and Dadra Nagar Haveli in the districts stated in the Table below, subject to the compliance of AB-NHPM Guidelines. Therefore, bids are invited from interested and eligible Insurance Companies to cover number of eligible AB-NHPM Beneficiary Family Units in the UTs of Daman Diu and Dadra Nagar Haveli.

District wise profile of the identified families is given below:

For the UT of Daman & DIU, district wise profile of the identified families is given below:

District : Daman & Diu	No. of AB-NHPM Beneficiary Family Units eligible for cover under the Scheme
Approx Total number of Families.	95,917
Total Eligible AB-NHPM Beneficiary Family Units proposed to be covered under the Scheme	10,191
Approx Non SECC Families.	85,726

For the UT of Dadra Nagar Haveli, district wise profile of the identified families is given below:

District : Dadra Nagar Haveli	No. of AB-NHPM Beneficiary Family Units eligible for cover under the Scheme
Approx Total number of Families.	1,02,709
Total Eligible AB-NHPM Beneficiary Family Units proposed to be covered under the Scheme	31,299
Approx Non SECC Families.	73,410

- 2.3 In addition to the number of eligible AB-NHPM Beneficiary Family Units as given above, the MoHFW/ UT Administration of Daman Diu and Dadra Nagar Haveli /Other Ministries may add more beneficiaries to the Scheme as part of additional sponsored category. The premium for add-on beneficiary families will be borne by the MoHFW/ UT Administration of Daman Diu and Dadra Nagar Haveli / Other Ministries respectively. The unit of coverage for Benefit Risk Cover will be an AB-NHPM Beneficiary Family Unit, which will include all family members as further defined in **Volume II** of this Tender Document.
- 2.4 The UTHA hereby invites applications from interested and eligible Insurance Companies to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.
- 2.5 UT will give priority to public sector general insurance companies. The following process shall be adopted:
- 2.5.1 For the purpose of this tender document, the UT of Daman Diu and Dadra Nagar Haveli has been divided into two zones with respect to target families. The details of the two zones are given below:

Zone	Districts
Zone 1	Daman & Diu.
Zone 2	Dadra Nagar Haveli.

- 2.5.2 Bid is being invited for the entire UT's of Daman Diu and Dadra Nagar Haveli.
- 2.5.3 The lowest bidder whether from public or private insurance company will be the winner (L-1).
- 2.5.4 However, if the lowest bidder (L-1) is a private sector insurance company, the lowest bidding public sector company will be given the option of matching the L-1 bid. In case the public sector company accepts to match the bid, the two companies will be assigned one zone each with the right to choose the zone with the original L-1 bidder.
- 2.5.5 If the public sector company unwilling to match the bid then, UT Administration will award the contract to the winning private sector company.
- 2.5.6 In case, the lowest bidder is a public sector company then both the zones will be given to the public sector company

3. Eligibility of Bidders

3.1 Qualification Criteria

- 3.1.1 Only those insurance companies that are registered with the Insurance Regulatory and Development Authority of India (IRDAI) for the last three consecutive financial years and holding the valid license to provide insurance services as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.
- 3.1.2 The minimum qualification criteria as per the guidelines laid down by Ministry of Health & Family Welfare, Government of India are as follows:
- The Bidder should be a registered private or public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India.
 - The Bidder should be registered with the IRDAI to carry out health insurance business for at least` last three completed financial years. For the avoidance of doubt, for the purposes of this Tender and determining health insurance business, health insurance business will exclude personal accident and travel cover, whether explicitly stated or not.
 - The Bidder shall have overall done the group health policy cover (excluding personal accident or travel cover) of at least 50,000 families in any two of the last three completed financial years.
 - The Bidder shall have Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores in India in any two of the last three completed financial years.
 - The Bidder should unconditionally accept the terms and conditions of this Tender Document to be duly stamped and signed on all pages (Vol I , II, III).

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

3.2 Consortium Not Allowed

3.2.1 Consortium applications are not allowed under this Tender Document.

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

4. Grounds for Rejecting the Bid

4.1 Fraud and Corruption

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

4.1.2 Without prejudice to the rights of the UTHA under **Clause 4.1**, if a Bidder is found by the UTHA 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 UT Administration or any of the other ministries, departments, UT owned enterprises or undertakings of the UT Administration or the UTHA for a period of three years from the date that such an event occurs.

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

a. **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly 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 UT Administration or the UTHA who is or has been associated in any manner,

directly or indirectly, with the Bidding Processor has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the UT Administration or the UTHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or

- (ii) engaging in any manner whatsoever, whether during the Bidding Processor before or after the execution of the Insurance Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the Insurance Contract, who at anytime has been or is a legal, financial or technical advisor of the UT Administration or the UTHA 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 UTHA 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.

4.3 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, the UT Administration, 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.

4.4 Misrepresentation by the Bidder

- 4.4.1 The UTHA 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 UTHA, any additional information sought by the UTHA for the purposes of evaluating the Bid.
- 4.4.2 The UTHA 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 UTHA, 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 UTHA to the Bidder, without the UTHA 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 or been declared as ineligible to bid for government sponsored health insurance schemes by Government of India or UT Administration of Daman Diu and Dadra Nagar Haveli, and such black-listing subsists as on the last date of bid submission; or
- b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation of a government sponsored health insurance scheme has been terminated by at least four governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.

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

4.5 UTHA's Right to Evaluate Eligibility

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

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

4.5.2 The UTHA 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 UTHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the UTHA under this Tender Document.

4.5.3 If the UTHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the UTHA 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 UTHA's determination of a Bidder's eligibility shall be final and binding. The UTHA 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 UTHA terminates the Insurance Contract in accordance with **Clause 4.4** and /or

Clause 4.5, then the Insurer shall be liable to repay the Premium received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the Insurance Contract, including liability to pay penal charges, if any, levied by the UTHA.

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 UTHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet.
- 5.1.2 The UTHA shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Tender Notice and the Data Sheet.
- 5.1.3 The responses to such queries shall be published on the Scheme website / e-tender portal (as appropriate) of the UT Administration or the UTHA / the Scheme within the time frame indicated in the Data Sheet.
- 5.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s)/ e-tender portal (as appropriate) for the response to the queries or requests for clarifications. The UTHA's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the relevant website/ e-tender portal (as appropriate) specified in the Data Sheet.
- 5.1.5 The UTHA reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the UTHA to respond to any query or to provide any clarification.
- 5.1.6 The UTHA may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by UTHA shall be issued on or before the date specified in the Data Sheet on the relevant website.
- 5.1.7 Verbal clarifications and information given by the UTHA, or any other person for or on its behalf shall not in any way or manner be binding on the UTHA.
- 5.1.8 Should the UTHA deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 6.1**.

5.2 Pre-Bid Meeting

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

6. Amendments to the Tender Documents

6.1 Issuance of Addenda

- 6.1.1 Up until the date that is specified in the Data Sheet, the UTHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by

issuing an Addendum.

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

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

6.1.4 Any oral statement made by the UTHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

6.2 Issuance of Revised Tender Documents

6.21 The UTHA shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the UTHA, on the date specified in the Bid Schedule. The Addendum or the revised Tender Documents issued by the UTHA shall be definitive and binding.

6.22 The UTHA 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.

6.23 The UTHA assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or amendments issued or for any consequent losses suffered by the Bidder.

6.3 Extension of the Last Date of Bid Submission

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

6.4 Availability of Information

6.41 The information relating to or in connection with the Scheme, the Bidding Process and the Tender Document, including all notices issued by the UTHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website/ e-tender portal specified in the Data Sheet and remain published until the last date of bid submission.

6.42 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 UTHA by sending an e-mail request

to svbch.sil@gmail.com, cmo-dnh@nic.in, maresh.kakadiyadn@gov.in,

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

6.5 Correspondence with Bidders

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

7. Preparation of Bids

7.1 Interpretation of Tender Documents

- 7.1.1 The entire Tender Document with all its Volumes (**Volume I, Volume II and Volume III**) Must be read as a whole.
- 7.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the UTHA at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.
- 7.1.3 The UTHA will then direct the Bidders regarding the interpretation of the Tender Documents.

7.2 Cost of Bidding

- 7.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by the UTHA
- 7.2.2 The UTHA 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 UTHA 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 UTHA shall be only in the English language.
- 7.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the UTHA 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 UTHA 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 UTHA shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

7.5 Validity of Bids

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

7.6 Premium

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

7.7 Formats for Bid Submission

Bid submission shall be two stage, the two being:

Qualification Bid (Technical) to be submitted physically and online and Financial Bid to be submitted online only.

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 to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Undertaking Regarding outsourced agency, Other Providers, Intermediaries (if applicable): The undertaking by the Bidder to use the services of only those outsourced agencies and similar agencies that fulfil the criteria specified in the Tender Documents and/ or following relevant IRDA guidelines for this purpose, in the format set out in **Qual-5**
- f. List of medical or surgical procedures or interventions (if any) in addition to those set out in Volume II of the Tender Documents with Package Rates, in the format specified in **Qual-6**
- g. Supporting documents to be submitted: Annexures **Qual-7-1 to 7-4**
 - (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 two years' renewal certificates: marked as Annexure **Qual-7-1**
 - (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-7-2**
 - (iii) True certified copies which provides proof that the Insurance Company has done group health insurance policy Insurance (excluding personal accident or travel cover) covering at least 50,000 families for two of the last three completed financial years: marked as Annexure **Qual-7-3**
 - (iv) True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from health of at least Rs. 100 crores in India in each of the last three completed financial years: marked as Annexure **Qual-7-4**
- h. Checklist for submission of Qualification Bid: **Qual-8**

Note:

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

7.7.2 Formats for **Financial Bid**

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

the format set out in **Form Fin-2**.

8. Content of Bids

8.1 Qualification Bid Submission

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

8.2 Financial Bid Submission

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

8.3 Signing of the Bid

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

8.4 Submission of the Bid

- 8.4.1 Each Bidder shall submit their bid on the e-tender portal specified by the UT Administration of Daman Diu and Dadra Nagar Haveli, <https://www.dnhtenders.gov.in> as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal.
- 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.
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843 As a legal requirement, Class3 certificate (preferably with token) is required to access the e-tender portal. Interested bidders shall need to procure both Signing and Encryption certificates. Signing certificate will be used for Logging in and Encryption certificate will be used for Bid submission in case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on e-mail : cppp-nic[at][dot].in, Mobile No. +91-7878007972 and +91-7878007973, Tel No. 1800 3070 2232 website : dnhtenders.gov.in

8.5 Bid Submission Due Date

851 The Bid shall be submitted on or before 06/08/2018 2 pm which is the last date of bid submission. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any bid submissions and all such provisions on the said portal shall be disabled.

852 If there are delays by the UT Administration of Daman Diu and Dadra Nagar Haveli in deactivating the bid submission provision on the e-tender portal, and a bidder is able to upload the documents, the same shall be summarily rejected if the upload time in the software and the system is later than the submission time and date specified in **Clause 8.5.1** above.

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

(Note: E-tendering will be the preferred way for bidding and submission of bids will be accepted online. If for some reason, any State/UT is unable to do so, then that UT Administration shall specify the details related to the signing, sealing and submission of bids).

8.6 Withdrawal / Modification of Bids

861 A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of the substitution or withdrawal is submitted to the UTHA.

862 If the UTHA receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid through the e-tender portal.

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

9. Opening of Bids

- 9.1 The UTHA shall open the bids at the date and time indicated in the Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal.
- 9.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 9.3 After opening of the Bids by the UTHA, all Bidders whose Bids have been successfully received on the e-tender portal shall receive a mail notification informing the details such as the Bid has been opened by the official, department and date and time of opening.
- 9.4 Once all the Qualification Bids have been opened online through e-Tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 10.1**.
- 9.5 A comparative statement of prequalification assessment shall be sent to all Bidders whose Bids have been successfully received on the e-tender portal.
- 9.6 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders that choose to be present. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.7 The Bidders may remain present in the Office of the UTHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 9.8 Any information contained in a Bid will not in any manner be construed as binding on the UTHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Insurance Contract is subsequently awarded to it on the basis of such information.

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

10.1 Stage 1: Evaluation of the Qualification Bid

- 10.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:
 - a. The Bid is complete in all respects and in the prescribed formats.

- b. It contains no material alterations, conditions, deviations or omissions.
- c. All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
- d. All undertakings required under this Tender Document are in the prescribed format and unconditional.
- e. Based on the review of documents the UTHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
- f. The application is unconditional in all respects.

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

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

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

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

10.2 Stage 2: Evaluation of Financial Bids

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

10.3 Stage 3: Clarifications during Bid Evaluation

103.1 In evaluating the Financial Bids, the UTHA 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 UTHA within the time specified by the UTHA for this purpose.

103.2 If a Bidder does not provide clarifications sought by the UTHA within the prescribed

manner and time, the UTHA may elect to reject its Bid. In the event that the UTHA elects not to reject the Bid, the UTHA 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 UTHA

1033 No change in the Premium quoted or any change to substance of any Bid shall be sought, offered or permitted.

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

1041 Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

- a. The UTHA shall notify an Eligible Bidder whose Financial Bid is found to be complete in all respect, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (s) (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
- b. The UTHA 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.

1042 In selecting the Successful Bidder, the objectives of the UTHA is to select Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; and
has quoted the: a) Lowest Gross Insurance Premium (L-1)
 - i) In case the L-1 rate is more than the ceiling of premium as defined by the Government of India, ONLY in this case the L1 Bidder will be given preference for rate negotiation.
 - ii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the UTHA shall takes steps for re-tendering.
- c. If the lowest bidder (L-1) is a private sector insurance company, the lowest bidding public sector company will be given the option of matching the L-1 bid. In case the public sector company accepts to match the bid, the two companies will be assigned one zone each with the right to choose the zone with the original L-1 bidder.
- d. If the public sector company unwilling to match the bid then, both zones will be awarded to the winning private sector insurance company.
- e. In case, the lowest bidder is a public sector company then both the zones will be given to the public sector company.

11. Execution of Insurance Contract

11.1 Notification of Award

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

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

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

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

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the UTHA as acceptance thereof and in acceptance of the terms of the revised draft Insurance Contract issued by the UTHA in accordance with **Clause 11.2** and it will be required to notify its acceptance of the terms of such further revised draft Insurance Contract; and
- b. Within three days of receiving the NOA, provide to the UTHA information regarding the plan of the outsourcing of non-core business to any agency. It shall be the obligation of the Insurer to satisfy itself of the qualifications of such agency and other providers including reinsurance companies as per IRDAI regulations. The Insurer may be asked to submit documents establishing the qualification of such outsourced agency and its arrangements with such agency. No such submission is required if the Insurer does not propose to hire a source agency or any other intermediary for any non-core task related to the AB-NHPM and/ or for reinsurance.

11.1.3 If the Bidder (s) that is issued the NOA does not comply with either or all of the conditions set out in **Clause 11.1.2**, the UTHA may elect to grant such Bidder (s) an extension of time for the completion of such condition(s) or to disqualify the Bidder selected as the Successful Bidder (s) including debaring the Bidder (s) from participating in any future AB-NHPM Tenders in the **UT of Daman Diu and Dadra Nagar Haveli** for a period of three consecutive years from such date.

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

11.2 Execution of the Insurance Contract

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

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

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

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

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

11.2.5 The Selected Bidder (s) agrees that as conditions precedent to the execution of the Insurance Contract in accordance with **Clause 11.2.4**, it shall submit executed copies of the services agreements signed by the outsourced agency and other

Service Providers nominated by it in accordance with **Clause 11.1.2(b)**. Such services agreement (s) shall be in compliance with the provisions of the Insurance Contract.

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

12. Rights of the Union Territory Health Agency

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

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

13. General

13.1 Confidentiality and Propriety Data

13.1.1 The Tender Documents, and all other documents and information that are provided by the UTHA are and shall remain the property of the UTHA and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.

13.1.2 The UTHA shall not be required to return any Bid or part thereof or any information

provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.

13.1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the UTHA or such Bidder on or matters arising out of or concerning the Bidding Process.

13.1.4 Except as stated in these Tender Documents, the UTHA will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The UTHA may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the UTHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

13.2 Governing Laws and Dispute Resolution

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

Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

Dear Madam/Sir,

Sub: Qualification Bid for Implementation of the Ayushman Bharat – National Health Protection Mission in the UT's of Daman Diu & Dadra Nagar Haveli.

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 – National Health Protection Mission (AB- NHPM) in the UT of Daman Diu and Dadra Nagar Haveli Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

1. We acknowledge that the Directorate of Medical & Health Services, UT Administration of Daman Diu and Dadra Nagar Haveli, or any other person nominated by the UT Administration (the **Union Territory 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 Union Territory 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 Union Territory 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 Union Territory Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5. We represent and warrant that:

- a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the Union Territory Health Agency.
- b. We accept the terms of the Insurance Contract that forms Volume III of the Tender Document and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main Insurance Contract or the draft Supplementary Insurance Contract, if declared as the Successful Bidder.
- c. [We are registered with the IRDAI] to undertake the general insurance (including health insurance) business or standalone health insurance business in India and we hold a valid registration for the same as on the date of submission of this Bid. *[Note to Bidders: Please choose the correct option.]*
- d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
- e. The Tender Documents and all other documents and information that are provided by the Union Territory Health Agency to us are and shall remain the property of the Union Territory 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 Union Territory 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 Union Territory 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

d. Designation:

e. Company:

f. Address:

g. The Union Territory Health Agency.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the UT Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the Insurance Contract(s) for the implementation of the AB-NHPM in the UT of Daman Diu and Dadra Nagar Haveli
12. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
13. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India.

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

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

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

Format: Qual-2: Applicant Details

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

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

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

Dated this ____ day of , 201X

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

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

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

POWER OF ATTORNEY

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

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

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

Accepted

_____) Signature)
(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 –
National Health Protection Mission

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 National Health Protection Mission (AB-NHPM).

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

Dated this day of , 201X

(Signature)

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

In the capacity of _____[position]

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

Format: Qual-5: Undertaking Regarding Outsource agency, Other Providers (if applicable)

[On letterhead of the Bidder]

From

[Name of Bidder]
[Address of Bidder]

Date: [insert date], 201X

To

Dear Madam / Sir,

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

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Insurance Contract for the implementation of the Ayushman Bharat – National Health Protection Mission.

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

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall for the purpose of this tender will hire reinsurance companies as per IRDA 2016 regulations (including order of preference) and will inform the UTHA and NHA details of arrangement with reinsurance company at the time of signing of the contract.

Dated this ____ day of , 201X

(Signature)

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

In the capacity of ____ [position]

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

Format: Qual-6: List of Additional Medical and Surgical Procedures

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

Dated this ____ day of , 201X

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

In the capacity of ____ [position]

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

Format: Qual-7: List of Supporting Documents

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

Format: Qual-8: Checklist for Qualification Bid

[On letterhead of the Bidder]

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

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

Dated this ____ day of , 201X

____ (Signature)

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

In the capacity of ____ [position]

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

Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date], 201X

To

Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat – National Health Protection Mission in the UT of Daman Diu and Dadra Nagar Haveli.

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 National Health Protection Mission (AB-NHPM) in the UT of Daman Diu and Dadra Nagar Haveli. 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 Union Territory 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-NHPM in the UT of Daman Diu and Dadra Nagar Haveli. 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 Union Territory Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the Union Territory 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 Union Territory 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 Union Territory Health Agency of the same immediately.
8. We are quoting the following Premium:

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

[Note to Bidders: The Bidders are required to quote the Premium under column B, C, and D up to two decimal points.][To be filled and submitted online in the financial stage]

9. We acknowledge, confirm and undertake that:
 - a. The terms and conditions of the Tender Documents and the Premium being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the Union Territory 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 Union Territory 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 Union Territory 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 Union Territory 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 Silvassa 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 , 2018

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

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

[On letterhead of the Bidder's Appointed Actuary]

From

[Name of Actuary]

[Address of Actuary]

Date: [insert date], 201X

To

Dear Madam / Sir,

Subject: Actuarial Certificate in respect of Premium quoted by [insert name of Bidder] in its Financial Bid dated [insert date] for the AB-NHPM in the UT of Daman Diu and Dadra Nagar Haveli.

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 – National Health Protection Mission (the Scheme) in the UT of Daman Diu and Dadra Nagar Haveli.

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

- a. We have read the Tender Documents for award of Insurance Contract for the implementation of the Scheme.
- b. The rates, terms and conditions of the Tender Documents and the Premium being quoted by the Bidder for the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in the records of the Bidder.
- c. Following assumptions have been taken into account while calculating the price for the

Benefit Risk Cover under the AB-NHPM:

- i. Projected Claim Ratio – _____%
- ii. Administrative Cost – _____%
- iii. Profit – _____%

Dated this _____ day of , 201X

At [insert place]

[Signature]

In the capacity of _____
[position]