

# **TENDER DOCUMENTS**

**For Implementation of**

**Ayushman Bharat**

**Pradhan Mantri Jan Arogya Yojana**

-

**Karunya Arogya Suraksha Padhathi**

**in the State of Kerala**

**Request for Proposal**

**Vol - I**

**Department of Health & Family Welfare**

**Government of Kerala**

**eTender No. - 2023\_SHA\_607972\_1**

**Date - 02/10/2023**

**GOVERNMENT OF KERALA  
DEPARTMENT OF HEALTH & FAMILY WELFARE**

**TENDER NOTICE  
2023\_SHA\_607972\_1**

**Ayushman Bharat Pradhan Mantri Jan Arogya Yojana - Karunya Arogya Suraksha Padhathi**

(A scheme to provide health assurance coverage to the RSBY / CHIS &  
Selected SECC families that are residents of the State of Kerala)

The Department of Health & Family Welfare, Government of Kerala (GoK) through the State Health Agency, Kerala invites competitive quotations from third party administrators / implementation support agencies who fulfil the eligibility criteria as laid down in the Tender Documents for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) – Karunya Arogya Suraksha Padhathi (KASP) and all other schemes run through State Health Agency (SHA) in the 14 Districts of the State of Kerala for servicing the claims of Private Hospitals.

All eligible/ interested Third party administrators / implementation support agencies are mandated to get enrolled on the e Procurement portal (<http://www.etenders.kerala.gov.in>) in order to download the tender documents and participate in the subsequent bidding process. Bidders can also obtain the RFP and the draft contract from the address given below or from the e-tender website. The details of the proposed health assurance covers, scope of services, the instructions to bidders, the manner of submission of bids and bid evaluation criteria have been set out in Volume-I of the Tender Documents. The draft service Contract has been set out in Volume-II of the Tender Documents.

All communications with the State Health Agency shall be through Registered AD, Speed Post AD or e-mail with the authorized representative of the Company/Bidder.

The State Health Agency shall make best endeavors to follow the following schedule in respect of the Bid Process

<b>1</b>	<b>Issue of Tender Documents:</b>	<b>02-10-2023</b>
<b>2</b>	<b>Bid Due Date (up to 1600 Hrs.):</b>	<b>16-10-2023</b>
<b>3</b>	<b>Date of Technical Bid evaluation (1100 Hrs.):</b>	<b>18-10-2023</b>
<b>4</b>	<b>Opening and Evaluation of Financial Bids:</b>	<b>After technical bid evaluation.</b>
<b>5</b>	<b>Issuance of NOA (Tentative):</b>	<b>To be intimated.</b>

The completed Bid documents must be submitted before 16.00 Hrs on **16-10-2023** at

<http://www.etenders.kerala.gov.in>.

For any clarification, kindly contact :

**Address:** Executive Director, State Health Agency, 5<sup>th</sup> & 8<sup>th</sup> Floor, Artech Meenakshi Plaza, Thycaud PO, Thiruvananthapuram, Kerala - 695014.

**Email:** [statehealthagencykerala@gmail.com](mailto:statehealthagencykerala@gmail.com),

**Phone:** 0471 – 4063121

## Contents

Abbreviations.....	5
Bid Data Sheet.....	6
Disclaimer .....	8
Definitions and Interpretations .....	10
1. Introduction and Background .....	13
2. Purpose of this RFP & Brief Description of Selection Process.....	15
3. Eligibility of Bidders .....	16
3.1. Qualification Criteria .....	16
3.2. Consortium Not Allowed .....	16
3.3. Earnest Money Deposit (EMD) .....	17
4. Grounds for Rejecting the Bid .....	18
4.1. Fraud and Corruption.....	18
4.2. Conflict of Interest .....	19
4.3. Misrepresentation by the Bidder.....	19
4.4. Other Grounds Declaring a Bid Ineligible .....	20
4.5. SHA’s Right to Evaluate Eligibility .....	20
5. Clarifications and Pre-Bid Meeting.....	21
5.1. Clarifications and Queries .....	21
5.2. Pre-Bid Meeting.....	21
6. Amendments to the Tender Documents .....	21
6.1. Issuance of Addendum.....	22
6.2. Issuance of Revised Tender Documents .....	22
6.3. Availability of Information.....	22
6.4. Correspondence with Bidders .....	22
6.5. Proprietary Data and Confidentiality .....	23
6.6. Acknowledgement by Bidder .....	23
7. Preparation of Bids.....	24
7.1. Interpretation of Tender Documents.....	24
7.2. Cost Associated with Preparation and Submission of Proposals.....	24
7.3. Language of the Bid .....	24
7.4. Due Diligence by the Bidder .....	24
7.5. Validity of Bids .....	25
7.6. Service fee .....	25
7.7. Formats for Bid Submission.....	26

8.	Content of Bids.....	27
8.1.	Qualification Bid Submission .....	27
8.2.	Financial Bid Submission .....	27
8.3.	Signing of the Bid .....	27
8.4.	Electronic Submission of the Bid .....	27
8.5.	Bid Submission Due Date .....	27
8.6.	Substitution, Modification or Withdrawal of Bids .....	28
9.	Opening of Bids .....	29
10.	Evaluation of Bids and Selection of Successful Bidder (s).....	30
10.1.	Stage 1: Evaluation of the Qualification Bid .....	30
10.2.	Stage 2: Evaluation of Financial Bids.....	30
10.3.	Stage 3: Clarifications during Bid Evaluation .....	31
10.4.	Stage 4: Selection of the Successful Bidder .....	31
11.	Execution of service Contract.....	32
11.1.	Notification of Award .....	32
11.2.	Execution of the TPA/ISA Contract .....	32
12.	Rights of the State Health Agency.....	34
13.	Governing Laws and Dispute Resolution .....	34
	Appendix-I.....	35
	Format: Qual-1: Bid Application Cover Letter.....	35
	Format: Qual-2: Applicant Details.....	38
	Format: Qual-3: Power of Attorney for Signing of Bids.....	39
	Format: Qual-4: Bidder’s Undertaking .....	40
	Format: Qual-5: List of Supporting Documents .....	41
	Format: Qual-6: Checklist for Qualification Bid .....	42
	Appendix-II.....	43
	Format: Fin-1: Financial Bid .....	43

## Abbreviations

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

## Bid Data Sheet

<b>Project title</b>	<b>Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) - Karunya Arogya Suraksha Padhathi (KASP) in the State of Kerala</b>
<b>Name of Bid Inviting Authority</b>	<b>Executive Director (ED), State Health Agency (SHA), Health &amp; Family Welfare Dept., Govt. of Kerala</b>
<b>Name and Contact of Officer</b>	Name: Rathan U. Kelkar Designation: Executive Director, SHA Address: State Health Agency, 5th & 8th Floor, Artech Meenakshi Plaza, Thycaud PO, Thiruvananthapuram, Kerala - 695014. Phone: 0471 – 4063121 Email: statehealthagencykerala@gmail.com
<b>Language of bid</b>	English
<b>Currency of bid</b>	Indian National Rupees (INR)
<b>Tenure of the Contract</b>	Tenure for 1 year. However, it may be renewed every year based on the performance as evaluated by SHA. Such renewal may be done for a maximum for 2 years, under the same terms and conditions.
<b>Earnest Money Deposit</b>	Rs. 50,000 / - (Rupees Fifty Thousand Only)
<b>Bid Application Fees</b>	Rs. 5,000 / - (Rupees Five Thousand only)
<b>Mode for submission of Bids</b>	Bidders are to upload their Bids on the e-procurement portal [ <a href="http://etenders.kerala.gov.in">etenders.kerala.gov.in</a> ]. <b>Submission of Bids through any other mode will not be accepted.</b>
<b>Mode of Selection</b>	Single Stage, Two envelopes (Technical and Financial)
<b>Date of publishing of Tender Document</b>	02/10/2023
<b>Last date of receiving queries</b>	Date: 06/10/2023 Time: 17:00 hrs
<b>Pre-bid meeting</b>	Date: 10/10/2023 Time: 11:00 hrs
<b>Issue of Addendum / revised Tender Document (if required)</b>	To be checked in the e-tender website for updates
<b>Last date and time of bid submission/ Bid Due Date</b>	Date: 16/10/2023 Time: 16:00 hrs
<b>Validity of Bid</b>	180 days from the last date of submission of bid documents, exclusion the last date of submission

<b>Date and time of technical bid evaluation</b>	Date: 18/10/2023 Time: 16:00 hrs
<b>Date and time of Financial Bid opening</b>	Only technically qualified bidders will be informed of financial opening
<b>Issue of Notice of Award (NOA)</b>	To be intimated
<b>Acceptance of Notice of Award</b>	Within 3 days of the issue of Notice of Award.
<b>Signing of service Contract</b>	Within 15 days of issue of Notice of Award.
<b>Performance Bank Guarantee</b>	Rs 10,00,000/- (Rupees Ten Lakhs only)

**Note 1:** The Bidding Process Schedule set out above is indicative in nature and the SHA may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. The responsibility shall lie with the Bidders to verify the Bid Process Schedule the SHA shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule.

SHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum.

All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFP at the following website:

**Website:** [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

**Note 2:** This document is not transferable.

## Disclaimer

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

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

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

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

The State Government, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything

contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this Bid.

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

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

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

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

## Definitions and Interpretations

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

**AB PM-JAY** shall refer to Ayushman Bharat Pradhan Mantri - Jan Arogya Yojana (AB PM-JAY), a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the 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 3 of Volume II of this Tender Document.

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

**Beneficiary** means a member of the Family Units who is eligible to avail benefits under AB PM-JAY – KASP. Referred to as AB PM-JAY – KASP Beneficiary henceforth in the document.

**Beneficiary Family Unit or AB-PM JAY-KASP Beneficiary Family Unit** Refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State Government along with the existing RSBY and CHIS Beneficiary Families not figuring in the SECC Database of the State Referred to as AB PM-JAY – KASP Beneficiary Family Unit henceforth in the document. Any additional beneficiaries as decided by the State / Central Government.

**Benefit Risk Cover or Benefit Cover** refers to the annual basic cashless hospitalization coverage of Rs. 5,00,000/- that the insured families would receive under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana-Karunya Arogya Suraksha Padhathi.

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

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

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

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

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

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

**EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries, including beneficiaries seeking treatment under portability feature of AB PM-JAY, under AB PM-JAY – KASP scheme. This Tender for scheme implementation by TPA / ISA is however limited to claim servicing of Private EHCP only.

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

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

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

**GoI:** Government of India.

**GoK:** Government of Kerala.

**Health Assurance** The term health assurance is a type of assurance that covers ones medical expenses.

**Health Benefit Packages (HBP)** refers to the bundled package of services required to treat a condition / ailment / disease that the beneficiaries would receive under AB PM-JAY – KASP and detailed in the Schedule 3 (a) of the 'Schedules to Service contract'.

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

**KASP** refer to Karunya Arogya Suraksha Padhathi, a scheme which will be managed and administered by the State Government through State Health Agency in alliance with the AB-PM-JAY for the State identified categories.

**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 scheme Cover or lesser period as stipulated by SHA from time to time.

**Portability** shall mean Ayushman Bharath PM-JAY beneficiaries can get treatment outside his / her home state in any empaneled hospital in cashless manner.

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

**Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/- (Rupees Five Lakhs only) o family floater basis, covering 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) for the Beneficiary Family Units validated by the State Government or the designated State Health Agency (SHA).

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

**Scheme** shall mean the Ayushman Bharat Pradhan Mantri - Jan Arogya Yojana (AB PM-JAY) - Karunya Arogya Suraksha Padhathi (KASP) managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority and Department of Health and Family welfare, Government of Kerala in the State of Kerala *by* State Health Agency.

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

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

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

**State Health Agency (SHA):** refers to the agency set up by the Department of Health and Family Welfare, Government of Kerala for the purpose of coordinating, managing and implementing the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana - Karunya Arogya Suraksha Padhati in the State of Kerala.

**Tender Documents** refers to this Tender Document including RFP, DCA and Schedules. Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries and any other documents made available by the SHA to the Bidders from time to time during the Tendering process including the Contract.

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

## 1. Introduction and Background

- 1.1 The "Rashtriya Swasthya Bima Yojana", a Government of India scheme which commenced in 2008, requires insurers to provide social health insurance cover to the extent of Rs. 30,000 on a family floater and cashless basis through an established network of health care providers to the RSBY Beneficiary Family Units.
- 1.2 The State Government decided to extend the benefits of RSBY to those poor families and other identified sections also, meeting the entire expenditure from State Government funds. Accordingly, the State Government formulated the Comprehensive Health Insurance Scheme (CHIS) on the same lines of RSBY to benefit these and implemented along with RSBY. As regards implementation is concerned there is no demarcation between RSBY and CHIS.
- 1.3 To provide additional top up benefits to senior citizens and take care of additional geriatric diseases, Government of India decided that an enhanced coverage will be provided exclusively for senior citizens over and above the benefits being provided under RSBY. From 2017-18 onwards, the State Government extended this additional coverage of Rs. 30,000/- each to the Senior Citizens (beneficiaries of age 60 years & above) in the RSBY/CHIS family under Senior Citizens Health Insurance Scheme (SCHIS). This scheme was implemented alongside RSBY/CHIS through the same empaneled hospitals.
- 1.4 In continuity to the implementation of the RSBY / CHIS / SCHIS, the GoK decided to implement the Karunya Arogya Suraksha Padhathi along with the Ayushman Bharat Pradhan Mantri - Jan Arogya Yojana (AB PM-JAY), a health scheme announced by the MoHFW, Gol providing treatment cover of Rs. 5,00,000 per household belonging to the SECC category of families and the RSBY/CHIS families who were enrolled during 2018-19. The scheme shall be referred to as the Karunya Arogya Suraksha Padhathi, providing an assurance cover of Rs.5,00,000 on a family floater basis to Beneficiaries Family Units through a network of empanelled health care providers.
- 1.5 In this document the name of the Scheme is the "Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) - Karunya Arogya Suraksha Padhathi (KASP) and shall hereafter be referred to as the AB PM-JAY – KASP or "Scheme".
- 1.6 The scheme was implemented under insurance mode from 1<sup>st</sup> April 2019 till 30<sup>th</sup> June 2020. From 1<sup>st</sup> July 2020, the scheme was directly serviced through State Health Agency under assurance mode. The claims of the Private EHCP was being outsourced to TPA. Later, it was decided to outsource the claims servicing of Public Hospitals as well to TPA and from 1<sup>st</sup> Feb 2021, the cases were outsourced to TPA.
- 1.7 The objectives of the AB PM-JAY – KASP are to:
  - a. continue a sustainable and practical health coverage for the weaker sections of the State of Kerala;
  - b. provide adequate cover after considering the incidence rate of regional diseases and diseases or illnesses requiring secondary and tertiary care procedures;
  - c. Improve the overall service quality, including patient care facilities and efficiency of the pre- registration, registration and post-registration activities and enhance the hospital network under the Scheme; and
  - d. Provide strong quality control, monitoring and fraud control mechanisms.

AB PM-JAY – KASP aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under

D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State Government (as updated from time to time) along with the RSBY/CHIS Beneficiary Families who were enrolled during 2018-19 not figuring in the SECC Database of the State 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.

The GoK now intends to appoint a Third Party Administrator/implementation support agency through an open and competitive Bidding Process for implementing AB PM-JAY – KASP and other schemes implemented through State Health Agency (SHA) in all 14 districts of Kerala for servicing the claims of Private EHCPs.

- 1.8 The following benefits will be covered for the eligible AB PM-JAY – KASP beneficiary families under the SCHEME.
  - a. Cashless hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
  - b. Pre and post hospitalization cover (3 days pre-hospitalization and up to 15 days post discharge)
  - c. Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) per eligible AB PM-JAY – KASP Beneficiary Family Unit per annum under AB PM-JAY – KASP.
  - d. Eligible family will include all members within identified relationships as included in the SECC / RSBY / CHIS Database and updated from time to time (refer to Volume II of this Tender Document).
- 1.9 In order to provide above benefits to the eligible AB PM-JAY – KASP families, TPA / ISA will have to but not limited to perform following tasks
  - a. Claims Processing and Claims management thereof; from Private EHCPs
  - b. Claims Payment recommendation (pushing eligible claims to SHA accounts team)
  - c. Audit compliances
  - d. Anti-fraud Activities
  - e. Support SHA in monitoring and evaluation related activities of Scheme implementation in the Private EHCPs

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

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

- 2.1 The purpose of this Tender Document is to select the most competent and experienced Third Party Administrator/Implementation support agency to provide the support in specific areas under the Scheme referred to in **1.9** above and in detail in **DCA**.
- 2.2 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all eligible AB PM-JAY – KASP Beneficiary Families included in the database currently and updated from time to time by the SHA Kerala, subject to the compliance of AB PM-JAY – KASP Guidelines. Therefore, bids are invited from interested and eligible TPA / ISA to service the claims from Private EHCP.
- 2.3 Around *42 Lakh* eligible AB PM-JAY – KASP Beneficiary Family Units are currently enrolled in the State.
- 2.4 In addition to the number of eligible AB PM-JAY – KASP Beneficiary Family Units as mentioned above, the MoHFW / State Government / Other Ministries may add more beneficiaries to the Scheme as part of additional sponsored category. The Service fee for add-on beneficiary families will be borne by the States / Other Ministries respectively. The unit of coverage for Benefit Risk Cover will be an AB PM-JAY – KASP Beneficiary Family Unit, which will include all family members as further defined in **DCA**.
- 2.5 The SHA hereby invites applications from interested and eligible TPA / ISA to participate in the tendering process as per the terms, conditions and guidelines detailed in Tender Documents.

### 3. Eligibility of Bidders

#### 3.1. Qualification Criteria

3.1.1 Only those companies that are registered under the Companies Act 1956/ Companies act 2013 and associated with general insurance/health insurance industry as Third Party Administrators (TPA)/Implementation Support Agencies (ISA) to support insurers in health insurance or related activities for a minimum of three (3) consecutive years with a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA/ISA 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:

- i. The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or 2013, in India.
- ii. The Bidder should be registered with the IRDAI as TPA/ISA for at least last three completed financial years.
- iii. Having Average Annual Turnover of Rs. 10.00 crore for category A States and Rs 20.00 Crores for Category B States in the previous three (3) financial years;
- iv. Having experience of handling at least 25,000 health claims for category A States and 4,00,000 health claims for category B States during the last financial year;
- v. Having experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years for category A States or Rs.300 Crores in last financial year and not less than a total of Rs. 500 Crores in last three consecutive financial years for category B States.
- vi. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

Category A States / UTs	Arunachal Pradesh, Goa, Himachal Pradesh, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, NCT Delhi, Sikkim, Tripura, Uttarakhand and 6 Union Territories (Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman and Diu, Lakshadweep and Puducherry)
Category B States	Andhra Pradesh, Assam, Bihar, Chhattisgarh, Gujarat, Haryana, Jharkhand, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttar Pradesh and West Bengal

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

#### 3.2. Consortium Not Allowed

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

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

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

Sl. No.	Criteria	Document Required
1.	The Bidder should be a registered private or public limited insurance company	Certification of Incorporation along with the Articles & Memorandum of Associations of the Company under The Companies Act, 1956 and/or 2013, in India
2.	The Bidder registered as private or public insurance companies shall be registered with the Insurance Regulatory and Development Authority of India (IRDAI) as TPA for at least last three consecutive financial years	True certified copies of the existing registration granted by the IRDAI for carrying TPA business in India along with the renewal certificates
3.	The Bidder should be registered with the IRDAI to carry out as TPA business for at least last three financial years	True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates
4.	The Bidder should have Average Annual Turnover of Rs. 10.00 crore for category A States and Rs 20.00 Crores for Category B States in the previous three (3) financial years	Audited Balance Sheet and Profit and Loss Statement with Auditors' Report for the preceding three fiscal years immediately preceding Bid Due Date
5.	The bidder should have experience of handling at least 25,000 health claims for category A States and 4,00,000 health claims for category B States in all the three preceding financial year;	True certified copies of work orders/LoA along with the certificate of satisfactory completion of work which provides proof that the bidder has experience of handling at least 25,000 health claims for category A States and 4,00,000 health claims for category B States in all the three preceding financial year preceding Bid Due Date.
6.	The bidder should have experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years for category A States or Rs.300 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years for category B States.	Declaration / Undertaking / Certificate from their Statutory Auditor which provides proof that the bidder experience in processing medical claims of not less than Rs. 100 crores in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years for category A States or Rs.300 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years for category B States, immediately preceding Bid Due Date.

### 3.3. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish as part of its Bid, an **Earnest Money Deposit** for a sum of Rs. 50,000 / - (Rupees Fifty Thousand Only). The EMD shall be in the form of e-payment made through e-tender website, in favour of SHA.

## 4. Grounds for Rejecting the Bid

### 4.1. Fraud and Corruption

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

4.1.2 Without prejudice to the rights of the SHA under **Clause 4.1**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of the State Government or the SHA for a period of three years from the date that such an event occurs. Upon disqualification for Fraud, Corrupt and Undesirable practises, the SHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, in full as the case may be.

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

a. **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the SHA who is or has been associated in any manner, directly or indirectly, with the Bidding Processor has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the SHA, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
- (ii) engaging in any manner whatsoever, whether during the Bidding Process or before or after the execution of the TPA/ISA Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the TPA/ISA Contract, who at any time has been or is a legal, financial or technical advisor of the State Government or the SHA on any matter concerning the Scheme.

b. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.

c. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.

d. **undesirable practice** means:

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

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

## 4.2. Conflict of Interest

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

## 4.3. Misrepresentation by the Bidder

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

#### **4.4. Other Grounds Declaring a Bid Ineligible**

4.4.1 If the bidder has:

- a. been black-listed or been declared as ineligible to bid for government sponsored health schemes by Government of India or Government of Kerala and such black-listing or bar subsists as on the last date of bid submission; or
- b. failed to comply with the insurance Laws, Key Performance Indicators of any Government schemes and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation support of a government sponsored health 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 a TPA/ISA Company shall not be eligible to submit a Bid.

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

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

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

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

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

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

- a. disqualify the Bidder and reject its Bid; or
- b. revoke the NOA or terminate the TPA/ISA Contract after acceptance of its Bid by issuing a written notice to the Bidder.

4.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the TPA/ISA Contract executed with it.

## 5. Clarifications and Pre-Bid Meeting

### 5.1. Clarifications and Queries

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

### 5.2. Pre-Bid Meeting

- 5.2.1 The Pre-Bid Conference shall be convened at the designated date, time and place in Bid Data Sheet. Only a maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the SHA. The SHA shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate or facilitating a fair, transparent and competitive Tendering process.
- 5.2.3 Any revision to the Tender Documents listed in the RFP that may become necessary because of the Pre-Bid Conference or the queries and clarifications received from the Bidders will be made by the SHA exclusively through the issue of an Addendum in accordance with clause 6.1 of this RFP.
- 5.2.4 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on the relevant website/ e-tender portal *etenders.kerala.gov.in*

## 6. Amendments to the Tender Documents

## 6.1. Issuance of Addendum

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

## 6.2. Issuance of Revised Tender Documents

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

## 6.3. Availability of Information

- 6.3.1 The information relating to or in connection with the Scheme, the Tendering Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the e-tender portal (*www.etenders.kerala.gov.in*) specified in the Bid Data Sheet and remain published at least until the last date of bid submission.
- 6.3.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the SHA by sending an e-mail request to *statehealthagencykerala@gmail.com* with copy marked to *fm.sha@kerala.gov.in*.
- 6.3.3 The SHA shall make best efforts to respond to e-mail request(s) in 6.3.2 and resolve the technical issue or error or provide an alternative solution to the Bidder, within not later than 7 days of receipt of such request(s).

## 6.4. Correspondence with Bidders

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

## **6.5. Proprietary Data and Confidentiality**

6.5.1 The Bidding Documents provided by the SHA are and shall remain or become the property of the SHA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

6.5.2 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Tendering process.

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

6.5.4 The Authority shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions of this RFP.

## **6.6. Acknowledgement by Bidder**

6.6.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Tender Documents, all the information on the website specified in the Bid Information Sheet and all other information made available by the SHA, including the Addenda, clarifications and interpretations issued by the SHA;
- (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of the SHA
- (c) satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Project in accordance with the Contract and performance of all of its obligations thereunder;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the SHA, or a ground for termination of the Contract; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

## 7. Preparation of Bids

### 7.1. Interpretation of Tender Documents

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

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

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

### 7.3. Language of the Bid

- 7.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the SHA shall be only in the English language.
- 7.3.2 Any printed literature / document furnished by the Bidder, if asked for by the SHA as a part of the bid submission documents as provided in **Clause 7.7**, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the SHA during the bid evaluation.

### 7.4. Due Diligence by the Bidder

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

## 7.5. Validity of Bids

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

## 7.6. Service fee

- 7.6.1 The Bidders are, as a part of their Financial Bid, required to quote the charges:
- a. for providing claim process service of Private EHCP and other scope of activities as prescribed in tender document per claim.
  - b. fee quoted shall be inclusive of all costs including expenses, overheads, service charges and profits, but exclusive of applicable taxes in the format specified at **Form Fin-1**; and
  - c. All fee quoted shall be only in Indian Rupees and up to two decimal places.
  - d. SHA will not provide any other Cost/reimbursement/payment apart from rate quoted by the Bidder
  - e. fee quoted shall be inclusive of all supportive services for training, monitoring and fraud control activities like medical audits (both desk / field audits of hospitals and beneficiaries).

## 7.7. Formats for Bid Submission

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

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

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
  - (iii) True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 4,00,000 claims for category B States in the last financial year: marked as Annexure **Qual-5-3**
  - (iv) True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 300 crore in last financial year and a total of Rs. 500 crore in last three consecutive year for category B States: marked as Annexure **Qual-5-4**
- f. Checklist for submission of Qualification Bid: **Qual-6**

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

- a. The Bidder shall submit its Financial Bid only in Form **Fin-1**. Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA.

## 8. Content of Bids

### 8.1. Qualification Bid Submission

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

### 8.2. Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1** 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 estimated costs in Format Fin 1:
- a. For providing the defined services, as set out in Form **Fin-1**.
  - b. the costs quoted shall be inclusive of all costs including costs, expenses, overheads and profits payable in respect of such costs but excluding any taxes, GST, cess; 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 Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder, who shall also initial each page. The pages of the Bid shall be numbered serially.
- 8.3.2 All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the authorized signatory of the Bidder.

### 8.4. Electronic Submission of the Bid

- 8.4.1 Each Bidder shall submit their Bids on the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No other mode of submission is permitted as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal. Detailed guidelines for viewing bids and submission of online bids are given on the website. The authorized signatories of the prospective Bidders are required to register on the portal. The authorized signatories of the Bidders must have an ID and Digital Signature Certificate (**DSC**) from designated firms listed on the e-procurement portal and register with the website using the allotted ID and DSC. (*instructions are provided in the e-tender website*)
- 8.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 8.4.3 The Authority shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

### 8.5. Bid Submission Due Date

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

## **8.6. Substitution, Modification or Withdrawal of Bids**

- 8.6.1 Bidder may, in accordance with the terms of this RFP, substitute, modify or withdraw its Bid after submission at any time prior to Bid Due Date
- 8.6.2 The Bidders can view the status of their Bids on the (etenders.kerala.gov.in) e-procurement portal and decrypt their Bids (i.e. in case the Bid has been encrypted using passkeys) for substitution or modification at any time before the Bid Due Date
- 8.6.3 For substitution or modification of the Bids, the Bidders may access the e-procurement portal (etenders.kerala.gov.in) and make any substitution or modifications to their Bids at any time prior to the Bid Due Date. For this purpose, substitution or modifications by other means will not be accepted. On the e-procurement portal substitution or modifications of Bids is allowed any number of times prior to the Bid Due Date
- 8.6.4 For withdrawal of the Bids, the Bidders may access the etenders.kerala.gov.in e-portal and withdraw their Bids at any time prior to the Bid Due Date. Provided that in the event the Bids cannot be withdrawn through the e-portal, the Bidder may withdraw its Bid by issuing a written notice of withdrawal to the SHA, provided that written notice of the withdrawal is received by the SHA prior to Bid Due Date. Such written notice should be duly signed by the authorised signatory of the Bidder and should be properly sealed and shall include a copy of the authorization. The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date
- 8.6.5 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked "**WITHDRAWAL**" and either be hand delivered or be sent by registered post, speed post or courier to the address below: State Health Agency, 5th & 8th Floor, Artech Meenakshi Plaza, Thycaud PO, Thiruvananthapuram, Kerala – 695014.
- 8.6.6 If the SHA receives a withdrawal notice before the specified time on the Bid Due Date, then the SHA shall not open its Qualification Bid and, in the event, the hard copies have been received, the same shall be returned to such Bidder unopened.

## 9. Opening of Bids

- 9.1 The SHA shall open the Qualification Bids received on or before time specified in Bid Data Sheet as Bid Due Date at the date and time indicated in the Bid Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal on the address provided in the e-tender website.
- 9.2 The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.
- 9.3 Only two (2) authorized representative(s) of the bidder (s) can attend the bid opening on producing authority letter from the Bidder.
- 9.4 The names of all Bidders who have submitted Bids will be read out, and other such details as the SHA, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 9.5 Qualification Bids will be opened at the time mentioned in the Bid Data Sheet. The SHA will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 9.6 Once all the 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**.
- 9.7 The Qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 9.8 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.4**.
- 9.9 The Bidders may remain present in the Office of the SHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 9.10 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the SHA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given.
- 9.11 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the TPA / ISA Contract is subsequently awarded to it on the basis of such information.

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

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

10.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:

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

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

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

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

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

### 10.2. Stage 2: Evaluation of Financial Bids

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

### 10.3. Stage 3: Clarifications during Bid Evaluation

- 10.3.1 In evaluating the Bids, the SHA, in its sole discretion, may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to the SHA within the time specified by the SHA for this purpose.
- 10.3.2 If a Bidder does not provide clarifications sought by the SHA within the prescribed manner and time, the SHA may elect to reject its Bid. In the event that the SHA elects not to reject the Bid, the SHA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the SHA.
- 10.3.3 No change in the Fees quoted or any change to substance of any Bid shall be sought, offered or permitted.

### 10.4. Stage 4: Selection of the Successful Bidder

- 10.4.1 Once the Financial Bids of the Eligible Bidders have been opened and evaluated:
- a. The SHA shall notify an Eligible Bidder whose Financial Bid is found to be complete in all respect, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the **Selection Meeting**) and invite such Eligible Bidder to be present at the Selection Meeting.
  - b. The SHA shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.
- 10.4.2 In selecting the Successful Bidder, the objectives of the SHA is to select a Bidder that:
- a. is an Eligible Bidder;
  - b. has submitted a Financial Bid complete in all respects; and
- has quoted the: a) Lowest Gross Financial Cost (L-1)
- i. In case two or more bidders have the same lowest composite cost (rounded off to two decimal points), the SHA shall then re-invite fresh financial bids of the L-1 bidders again. Even after re-inviting fresh financial bids, if there are more than one bidder quoting same lowest premium rate, then the Successful Bidder will be selected through lottery. Or at the discretion of the SHA, fresh financial bids of all Qualified Bidders can be invited.
  - ii. In case, if the bidder cannot be finalised even after calling of fresh financial bid, then the SHA shall take steps for re-tendering.
- 10.4.3. In line with OM (F. 12/17/2019-PPD) issued by procurement Policy Division, Department of Expenditure, Government of India, regarding Predatory Pricing / Abnormally Low Bids; SHA reserves right to seek clarification from the Bidder, including detailed price analysis of its Bid price, in relation to scope of work, schedule, allocation of risks and responsibilities and any other requirement mentioned in the Tender Document. If after evaluating the price analysis, SHA determines that the bidder has substantially failed to demonstrate the capacity to deliver the contract at the offered rate, SHA may reject the Bid.

## 11. Execution of service Contract

### 11.1. Notification of Award

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

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

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

11.1.2 The Bidder declared as the Successful Bidder shall:

- a. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft Contract issued by the SHA in accordance with **Clause 11.2** and it will be required to notify its acceptance of the terms of such further revised draft Contract; and
- b. Give the undertaking that it shall not sub-contract any key task to any sub-contractor.
- c. Submit Performance Guarantee in line with the clause 7.5 of the contract.

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 SHA 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 debarring the Bidder(s) from participating in any future AB PM-JAY – KASP Tenders in the State of Kerala for a period of three consecutive years from such date.

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

### 11.2. Execution of the TPA/ISA Contract

The SHA and the Selected Bidder shall execute the TPA/ISA Contract within 15 days of the acceptance of the NOA by the Selected Bidder. The TPA/ISA Contract shall be executed in the form of the final drafts provided by the SHA.

- 11.2.1 The Selected Bidder shall execute the TPA/ISA Contract in the revised draft form published by the SHA or in the further revised draft form issued by the SHA, with minimal changes or amendments being made to reflect facts or to correct minor errors. The SHA shall, before the date specified in the Bid Schedule for the execution of the TPA/ISA Contract, provide the Selected Bidder with the final execution draft of the TPA/ISA Contract.
- 11.2.2 The SHA shall not entertain any request from the Selected Bidder for negotiations or deviations to the final execution draft of the TPA/ISA Contract provided by the SHA.
- 11.2.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the TPA/ISA Contract, the SHA may elect to disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder and forfeit Bid Security. If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.
- 11.2.4 Subject to the Selected Bidder complying with **Clause 11.1.2**, the SHA and the Selected Bidder shall execute the TPA Contract on the date specified in the Bid Schedule or such other date notified by the SHA. The TPA Contract shall be executed in the form of the final execution draft provided by the SHA under **Clause 11.2.1**.
- 11.2.5 The Selected Bidder agrees that as conditions precedent to the execution of the TPA/ISA Contract in accordance with **Clause 11.2.4**, it shall submit executed copies of the services agreements signed by the outsourced agency and other Service Providers nominated by it in accordance with **Clause 11.1.2(b)**. Such services agreement(s) shall be in compliance with the provisions of the TPA Contract.
- 11.2.6 If the SHA is ready and willing to execute the TPA Contract, but the Selected Bidder does not agree to execute the TPA/ISA Contract within the time period specified in **Clause 11.2.4** or to fulfil the conditions precedent to the execution of the TPA/ISA Contract that are specified in **Clause 11.2.4**, the SHA may elect to grant the Selected Bidder an extension of time for the execution of the TPA Contract or to disqualify the Selected Bidder and revoke the NOA. If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.

## **12. Rights of the State Health Agency**

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

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

## **13. Governing Laws and Dispute Resolution**

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

## Appendix-I

### Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

**From:**

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

**To:**

Executive Director,  
State Health Agency (SHA),  
8<sup>th</sup> Floor, Artech Meenakshi Plaza,  
Opposite W&C Hospital,  
Thycaud P.O.,  
Thiruvananthapuram – 695 014,  
Kerala

Dear Madam / Sir,

**Sub: Qualification Bid for Implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana-Karunya Arogya Suraksha Padhathi in the State of Kerala**

With reference to your Tender Documents dated \_\_\_\_\_, we, [insert name of Bidder], wish to submit our Qualification Bid for the award of the TPA Contract(s) for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana-Karunya Arogya Suraksha Padhathi (AB PM-JAY – KASP) in the State of Kerala.

Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

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

hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

4. We undertake that:
5. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
6. We agree and release the State Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
7. We represent and warrant that:
  - a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
  - b. We accept the terms of the TPA/ISA Contract that will be signed after selection of TPA/ISA and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main TPA/ISA Contract or the draft Supplementary TPA/ISA Contract, if declared as the Successful Bidder.
  - c. [We are registered with the IRDAI] to undertake the health insurance related activities in India and we hold a valid registration for the same as on the date of submission of this Bid. [*Note to Bidders: Please choose the correct option.*]
  - d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
  - e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
  - f. The State Health Agency is not obliged to return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
  - g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
  - h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the TPA/ISA Contract.
  - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the TPA/ISA Contract.
  - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until \_\_\_\_\_.

8. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
9. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 6 of Volume I of tender document.
10. We undertake that if we are selected as the Successful Bidder we shall:
  - a. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) within three days of receipt of the NOA, as confirmation of our acceptance of the NOA.
  - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the TPA/ISA Contract provided to us by the State Health Agency.

Execute the TPA/ISA Contract with **DETAILS OF THE BIDDER**

11. Details of the Company
  - a. Name:
  - b. Address of the corporate headquarters and its branch office head in the State, if any:
  - c. Date of incorporation and/or commencement of business:
12. Details of individual(s) who will serve as the point of contact/communication for the State Health Agency:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. The State Health Agency.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the TPA/ISA Contract(s) to support the implementation of the AB PM-JAY – KASP in the State of Kerala.
14. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
15. 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]*, 2023

\_\_\_\_\_ (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, if any:
- h. Name and contact details of Branch Head in the State:

2. Details of the individual who will serve as the point of contact / communication for the State Health Agency for the purposes of this tender:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail Address:
- h. Fax Number:

3. Particulars of the Authorised Signatory of the Bidder:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail Address:
- h. Fax Number:

Dated this [*insert date*] day of [*insert month*], 2023

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

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

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

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

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

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

#### POWER OF ATTORNEY

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

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

Dated this [insert date] day of [insert month], 2023

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], 2023

To

Executive Director,  
State Health Agency (SHA),  
8<sup>th</sup> Floor, Artech Meenakshi Plaza,  
Opposite W&C Hospital,  
Thycaud P.O.,  
Thiruvananthapuram – 695 014,  
Kerala

Dear Madam/Sir,

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

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 TPA/ISA Contract for the implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana-Karunya Arogya Suraksha Padhathi (AB PM-JAY – KASP).

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

Dated this [insert date] day of [insert month], 2023

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

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

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

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

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

1. Bid Application Cover Letter: **Qual-1**
2. Applicant Details: **Qual-2**
3. Power of Attorney for Signing of Bids: **Qual-3**
4. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms & conditions of the Scheme as provided in this Tender Document: **Qual-4**
5. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
  - i. True certified copies of the existing registration granted by the IRDAI for carrying health insurance related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
  - ii. Previous three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
  - iii. True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 4,00,000 claims for category B States in the last financial year: marked as Annexure **Qual-5-3**
  - iv. True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 300 crore in last financial year and a total of Rs. 500 crore in last three consecutive year for category B States: marked as Annexure **Qual-5-4**
6. Checklist for submission of Qualification Bid: **Qual-6**

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

[On letterhead of the Bidder]

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

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	7.7.1.1b	Qual-2	
3	Power of Attorney	7.7.1.1c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	7.7.1.1d	Qual-4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health insurance related activities in India and renewal certificates	7.7.1.1e (i)	Qual-5-1	
6	Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure Qual-7-2	7.7.1.1e (ii)	Qual-5-2a Qual-5-2b Qual-5-2c	
7	True certified copies which provides proof that the Company has experience of handling at least 25,000 claims for category A States and 4,00,000 claims for category B States in the last financial year	7.7.1.1e (iii)	Qual-5-3	
8	True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years for Category A States OR Rs. 300 crore in last financial year and a total of Rs. 500 crore in last three consecutive year for category B States	7.7.1.1e (iv)	Qual-5-4	
9	Checklist for Qualification Bid	7.7.1.1h	Qual-6	

Dated this [insert date] day of [insert month], 2023

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

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

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

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

## Appendix-II

### Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

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

Date: [insert date], 2023

To

Executive Director,  
State Health Agency (SHA),  
8<sup>th</sup> Floor, Artech Meenakshi Plaza,  
Opposite W&C Hospital,  
Thycaud P.O.,  
Thiruvananthapuram – 695 014,  
Kerala

Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana-Karunya Arogya Suraksha Padhathi in the State of Kerala.

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 TPA/ISA Contract for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) – Karunya Arogya Suraksha Padhathi (KASP) and all other schemes run through State Health Agency (SHA) in the 14 Districts of the State of Kerala for servicing the claims of Private Hospitals.

Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the TPA/ISA Contract for the implementation of the AB PM-JAY-KASP in the State of Kerala. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the State Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the State Health Agency to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we

hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that the State Health Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Health Agency of the same immediately.
8. For carrying out the activities as provided below and providing human resources as per the table below in line with the Key Performance Indicators listed in Schedule 12 of the Tender document, we are quoting the following Cost per Claims serviced:

Sl. No.	Item Description
1	Process the claims from the network Private hospitals (i.e. after due scrutiny and ensuring charges are as per the package rates) and give approval for the sanction of the bill and forward it to the Program Management Unit of the Society for payment within 10 days of receipt of the bills from the network hospitals
2	To provide adequate manpower, so as to ensure free flow of daily MIS and ensure that progress of scheme is reported to Program Management Unit in the desired format on a real-time basis
3	Fraud detection and control including providing a team with adequate manpower to analyse data for analyzing patterns, frauds, abuse and taking actions against the hospitals.
4	Provide one State Coordinator who shall be responsible for implementation of the Scheme and performance of the Implementation Support Contract in the State.
5	Medical auditors (a team of doctors and specialists with relevant specializations) for conducting concurrent audits of services delivered and medical facilities available in Network Hospitals.
<b>Fee Per case excluding GST / Taxes</b>	
	(A) Rs..... (Rs.....)

- *fee per case to include all overhead, admin, audit, support activities as mentioned in the scope of the services*

9. We acknowledge, confirm and undertake that:
  - a. The terms and conditions of the Tender Documents and the Fee being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.

10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the TPA/ISA Contract and the terms and implementation thereof.
11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the TPA/ISA Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the TPA/ISA 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 Kerala 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 *[insert date]* day of *[insert month]*, 2023

\_\_\_\_\_ (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]