

# TENDER DOCUMENTS

For Implementation of

## Megha Health Insurance Scheme

And

## Ayushman Bharat Pradhan Mantri Jan Arogya Yojana

### Phase 5

In the State of Meghalaya

VOLUME – I

Request for Proposal



Government of Meghalaya

Department of Health & Family Welfare

Dated 16<sup>th</sup> April 2022.

Dated: 16<sup>th</sup> APRIL 2022

**TENDER NOTICE**  
**16<sup>th</sup> April 2022**  
**MEGHA HEALTH INSURANCE SCHEME Phase 5**  
**AND**  
**Ayushman Bharat Pradhan Mantri Jan Arogya Yojana**

(A scheme to provide health insurance coverage to the families that are residents of the state of Meghalaya)

The Department of Health & Family Welfare, Government of Meghalaya (GoM) through the State Nodal Agency invites competitive quotations from insurance companies which fulfill the eligibility criteria as laid down in the Tender Documents for the implementation of the Megha Health Insurance Scheme, Phase 5 (MHIS 5) and the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana in all Districts of the State of Meghalaya.

Bidders can obtain the RFP and the draft Insurance contract document from the address given below. The Tender Documents can also be downloaded from the website: <http://mhis.org.in>, [meghealth.gov.in](http://meghealth.gov.in), [meghalaya.gov.in](http://meghalaya.gov.in). The details of the proposed health insurance covers, 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 Insurance Contract has been set out in Volume-II of the Tender Documents.

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

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

1	Issue of Tender Documents:	16 <sup>th</sup> April, 2022.
2	Pre-Bid Meeting:	22 <sup>nd</sup> April, 2022.
3	Issue of clarifications and Issuance of Addenda:	28 <sup>th</sup> April, 2022.
4	Issue of Revised Final Tender Document:	28 <sup>th</sup> April, 2022.
5	Bid Due Date (up to 1100 Hrs.):	9 <sup>th</sup> May, 2022.
6	Opening of Bid and Bid Application Letters (1300 Hrs.):	9 <sup>th</sup> May, 2022.
7	Announcement of Qualified Bidders (1000 Hrs):	10 <sup>th</sup> May, 2022.
8	Opening and Evaluation of Financial Bids (1400 Hrs.):	10 <sup>th</sup> May, 2022.
9	Issuance of NOA (Tentative):	16 <sup>th</sup> May, 2022.
11	Execution/Signing of Insurance Contract (Tentative):	20 <sup>th</sup> May, 2022.

SD/-

Dr. Aman Warr,  
Chief Executive Officer, Megha Health Insurance Scheme  
& Director of Health Services (MI)  
Government of Meghalaya.  
For any clarification, kindly contact

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**CONTENTS**

**CONTENTS** ..... 3

**PART 1**..... 13

**INTRODUCTION**..... 13

**1. BACKGROUND** ..... 13

**2. INSURANCE COVER**..... 14

**3. CREATION OF NEW DISTRICTS/BLOCKS IN THE SERVICE AREA**..... 19

**PART 2**..... 20

**BRIEF DESCRIPTION OF THE BIDDING PROCESS**..... 20

**4. BRIEF DESCRIPTION OF THE BIDDING PROCESS** ..... 20

**PART 3**..... 21

**INSTRUCTION TO BIDDERS**..... 21

**5. TENDER DOCUMENTS** ..... 21

**6. FRAUD AND CORRUPT PRACTICES**..... 22

**7. ELIGIBILITY OF BIDDERS** ..... 23

**8. ACKNOWLEDGEMENT BY BIDDER**..... 26

**9. CLARIFICATION ON TENDER DOCUMENTS AND PRE-BID MEETING** ..... 27

**10. AMENDMENT OF TENDER DOCUMENTS** ..... 28

**11. AVAILABILITY OF INFORMATION** ..... 29

**12. CORRESPONDENCE WITH BIDDERS**..... 29

**13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA** ..... 29

**14. GOVERNING LAW AND DISPUTE RESOLUTION**..... 30

**15. RIGHTS OF STATE NODAL AGENCY** ..... 31

**16. WAIVER AND RELEASE BY BIDDERS** ..... 31

**PART 4**..... 31

**PREPARATION AND SUBMISSION OF BIDS**..... 31

**17. COST OF BIDDING** ..... 31

**18. LANGUAGE OF BID AND CORRESPONDENCE**..... 31

**19. VALIDITY OF BIDS** ..... 32

**20. NUMBER OF BIDS** ..... 32

**21. TECHNICAL BID SUBMISSIONS – BID APPLICATION LETTER AND OTHER DOCUMENTS**..... 33

**22. FINANCIAL BID SUBMISSION**..... 34

**23. SIGNING OF BID** ..... 34

**24. MARKING, SEALING AND SUBMISSION OF BIDS** ..... 34

**25. BID DUE DATE** ..... 35

26. SUBSTITUTION AND WITHDRAWAL OF BIDS.....	36
PART 5.....	36
OPENING AND EVALUATION OF BIDS .....	36
27. OPENING OF BIDS.....	36
28. EVALUATION OF RESPONSIVENESS OF THE BID APPLICATION LETTERS AND QUALIFICATION OF BIDDERS.....	37
29. FINANCIAL BID EVALUATION .....	38
30. CLARIFICATIONS ON BIDS.....	39
PART 6.....	40
AWARD OF INSURANCE CONTRACT.....	40
31. NOTIFICATION OF AWARD.....	40
32. EXECUTION OF THE INSURANCE CONTRACT .....	41
ANNEXURE A .....	42
ANNEXURE B.....	49
ANNEXURE C.....	51
ANNEXURE D .....	53
ANNEXURE E.....	54
ANNEXURE F.....	56
ANNEXURE G .....	57
ANNEXURE H .....	58

## GLOSSARY

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning given herein. Any capitalized terms not defined in this RFP shall have the meanings given to them in the Insurance Contract.

<b>Addendum or Addenda</b>	means an addendum or addenda to the Tender Documents Issued in accordance with Clause 10 A.
<b>Affiliate</b>	in relation to a Bidder, means a person that, directly or indirectly, through one or more intermediaries: (i) Controls; (ii) is controlled by; or (iii) is under the common Control with, such Bidder.
<b>Annexure</b>	means an Annexure to this RFP.
<b>AB – PMJAY</b>	shall refer to Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana managed and administered by the National Health Authority, Government of India 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 (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.
<b>ALOS</b>	Average Length of Stay
<b>BCC</b>	means Behavioral Change Communication.
<b>Beneficiary Family Unit</b>	means the unit of registration, which shall be a family that is resident in the State of Meghalaya, whose household is listed in the SECC, existing RSBY and MHIS Beneficiary Database.
<b>Beneficiaries</b>	shall have the meaning given to it in Clause 2 b) d of the Insurance contract.
<b>Bid</b>	means each proposal submitted by a Bidder, including a Bid Application Letter, Technical and a Financial Bid, to be eligible for and to be awarded the Insurance Contract; and Bids shall mean, collectively, the Bids submitted by the Bidders.
<b>Bid Application Letter</b>	means a bid application letter to be submitted by each Bidder. To demonstrate that: (a) the Bidder meets the Eligibility Criteria; (b) the information in its technical bid is authentic and true; and (c) the Premium quoted by the Bidder in its Financial Bid is technically sound, financially viable and sustainable on the basis of information and claims experience available in the records of the Bidder and the Bidder's independent investigations and studies.

<b>Bid Due Date</b>	means the last date for submission of the Bids as specified in the Bid Schedule, and as may be amended from time to time.
<b>Bid Schedule</b>	means the schedule for the conduct of the Bidding Process that is set out in the Tender Notice, and as may be amended from time to time.
<b>Bidder</b>	means a person that: (i) has obtained the Tender Documents in accordance with the Tender Notice; and (ii) submits a Bid in accordance with the Tender Documents; and the term Bidders shall be construed accordingly.
<b>Bidding Process</b>	means bidding process that is being followed by the State Nodal Agency for the award of the Insurance Contract, the terms of which are set out in this RFP.
<b>Bid Validity Period:</b>	shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid
<b>Clause</b>	means a clause of this RFP.
<b>Contract:</b>	means draft Contract provided to the Bidders which shall be executed between selected Insurance Company and SHA for implementation of the Scheme.
<b>Cover</b>	in relation to a Beneficiary Family Unit resident in a district, means the total risk cover that will be provided by the Insurer to such Beneficiary Family Unit under the Insurance Contract and the Policy for that district.
<b>Day Care Treatment</b>	means any Medical Treatment and/or Surgical Procedure which is undertaken under general anesthesia or local anesthesia at an Empanelled Health Care Provider or Day Care Centre within 24 hours due to technological advancements, which would otherwise have required Hospitalization.
<b>Eligibility Criteria</b>	means the eligibility criteria set out at, Clause 7 A, Clause 7 D and Clause 7 E that a Bidder is required to satisfy in order to be eligible to Bid.
<b>Financial Bid</b>	means a financial proposal to be submitted by each Bidder setting out the Premium quoted by the Bidder for providing the insurance cover for secondary, tertiary and OPD care per Beneficiary Family Unit in the first Policy Cover Period.
<b>Follow-up Care</b>	means the follow-up care provided to a Beneficiary after a Medical Treatment or Surgical Procedure.

<b>Fraud</b>	shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organization. It includes any act that may constitute fraud under any applicable law in India.
<b>GoI</b>	Government of India.
<b>GoM</b>	Government of Meghalaya.
<b>Hospitalization</b>	means any Medical Treatment or Surgical Procedure which requires the Beneficiary to stay at the premises of an Empanelled Health Care Provider for more than 24 hours.
<b>IEC</b>	Information Education and Communication
<b>Insurance Contract</b>	means the insurance contract to be entered into between the Insurer and the State Nodal Agency, setting out the terms and conditions for the provision of the insurance cover and the implementation of MHIS 5.
<b>Insurance Laws</b>	means the Insurance Act, 1938, the Insurance Regulatory and Development Authority Act, 1999, the Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2013 and any other rules, regulations, notifications or other delegated legislation issued by the IRDA from time to time.
<b>IRDA</b>	means the Insurance Regulatory and Development Authority.
<b>Medical Treatment</b>	means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization.
<b>MHIS 5</b>	shall have the meaning given to it in Clause 1 C.
<b>Material Misrepresentation</b>	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.

<b>MoHFW</b>	means the Ministry of Health and Family Welfare, Government of India.
<b>NHA</b>	National Health Authority, Government of India.
<b>Notification of Award or NOA</b>	means the notification of award that will be issued by the State Nodal Agency to the Successful Bidder in accordance with Clause 31 A
<b>OPD</b>	means out-patient department.
<b>OPD Benefits</b>	means: the ante-natal and post-natal care benefit, the child care benefit, the cardiac and diabetes preventive care benefit and the OPD diagnostic care benefit available under the sum insured and under OPD Cover for SECC households category.
<b>Pre-Bid Meeting</b>	shall have the meaning given to it in Clause 9 B
<b>Premium</b>	means the sum to be quoted by the Bidders as the aggregate annual premium to be paid by the State Nodal Agency as consideration for providing the insurance cover for secondary care, tertiary care and OPD care, to such Beneficiary Family Unit and for the first Policy Cover Period.
<b>Qualified Bidder</b>	means Bidder who has qualified the Technical Bid and is eligible for its Financial Bid to be opened and evaluated.
<b>RFP</b>	means this request for proposal dated 16 <sup>th</sup> April 2022 along with its Annexure, and includes any Addenda, if issued.
<b>RSBY</b>	means the Rashtriya Swasthya Bima Yojana, a scheme instituted by the GoI on 13 <sup>th</sup> March 2008 for the provision of social health insurance services by an insurer to the RSBY Beneficiary Family Units within defined districts of a state.
<b>SECC Beneficiary Family Units</b>	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 and 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 broadly 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State.
<b>Rupees or ₹</b>	means Indian Rupees, the lawful currency of the Republic of India.
<b>Scheme</b>	shall have the meaning given to it in Clause 1 A and 1 B.
<b>Selection Meeting</b>	shall have the meaning given to it in Clause 29 C (a)



<b>State Nodal Agency</b>	means the Department of Health & Family Welfare, GoM or any other entity nominated by the GoM to be the State Nodal Agency for the purpose of implementing and monitoring MHIS 5.
<b>Successful Bidder</b>	means the Empanelled Bidder that has been selected by the State Nodal Agency for the award of the Contract in accordance with Clause 29 D
<b>Surgical Procedure</b>	means any manual and/or operative procedure or intervention required for the treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed at the premises of an Empanelled Health Care Provider by a Medical Practitioner.
<b>Technical Bid</b>	means a technical proposal to be submitted by each Bidder setting out the scores on each parameter as per the format and the presentation whereby empanelled Bidders will be evaluated to qualify for the Financial Bid participation.
<b>Tender Documents</b>	<p>means these tender documents issued by the State Nodal Agency on 16<sup>th</sup> April 2022 for appointment of the Insurer and award of the Insurance Contract to provide the Covers to the Beneficiaries and implement MHIS 5. The Tender Documents include the following:</p> <p><b>Volume I: Request for Proposals</b></p> <p>Part 1: Introduction.</p> <p>Part 2: Brief Description of the Bidding Process</p> <p>Part 3: Instructions to Bidders.</p> <p>Part 4: Preparation and Submission of Bids.</p> <p>Part 5: Opening and Evaluation of Bids.</p> <p>Part 6: Award of Insurance Contract.</p> <p><b>Annexure:</b></p> <p>Annexure A - Format of Bid Application Letter</p> <p>Annexure B - Format of Authority Letter.</p> <p>Annexure C - Format of Actuarial Certificate.</p> <p>Annexure D - Format for Providing List of Addition Packages and Package Rates.</p> <p>Annexure E - Format of Financial Bid.</p> <p>Annexure F - Undertaking regarding Compliance with Terms of the Scheme.</p> <p>Annexure G - Undertaking regarding use of third-party administrators, and similar agencies.</p> <p>Annexure H - Format of Acceptance of Lowest Financial Bid.</p> <p><b>Volume II: Draft Insurance Contract</b></p> <p>The Tender Notice, the documents and information provided by the State Nodal Agency to the Bidders from time to time under Clause 4 F and any clarifications, Addenda and responses to queries provided by the State</p>

Nodal Agency to the Bidders before the Bid Due Date shall all form part of the Tender Documents.

**Tender Notice**

shall mean the notice inviting tenders for the implementation of the MHIS 5 and ABPMJAY dated 16<sup>th</sup> April 2022.

**Term**

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

**Tertiary Care**

means any of the Medical Treatments or Surgical Procedures that are identified as tertiary care in Schedule 3 of the Insurance Contract, which can only be provided by Specialty Hospitals.

**Third Party Administrator (TPA)**

means any organization that is licensed by the IRDA as a third-party administrator, meets the criteria set out at Schedule 13 of the Insurance Contract and that will be appointed for a fee or remuneration, for providing Policy and Claims facilitation services to the Beneficiaries and to the Insurer for an insurable event.

## DISCLAIMER

The information contained in these Tender Documents (defined below), or subsequently provided to the Bidder, whether verbally or in documentary or any other form, by or on behalf of the State Nodal Agency, any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in these Tender Documents and such other terms and conditions subject to which such information is provided.

These Tender Documents do not constitute an agreement and do not constitute either an offer or invitation by the State Nodal Agency to the Bidders or any other person. The purpose of the Tender Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Tender Documents include statements which reflect various assumptions and assessments arrived at by the State Nodal Agency and its advisors in relation to Phase 5 of the Megha Health Insurance Scheme and the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The information contained in the Tender Documents may not be appropriate for all persons and it is not possible for the State Nodal Agency or any of its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses the Tender Documents. The assumptions, assessments, statements and information contained in the Tender Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Tender Documents and obtain independent advice from appropriate sources.

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

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

The State Nodal Agency, its employees and advisors also accept no liability of any nature, whether resulting from negligence, reliance of any Bidder upon the statements contained in the Tender Documents or otherwise.

The State Nodal Agency 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 the Tender Documents.

The issue of the Tender Documents does not imply that the State Nodal Agency is bound to appoint the Successful Bidder as the Insurer, as the case may be, and the State Nodal Agency reserves the right to reject all or any of the Bidders or Bids or not to award the Contract for the implementation of Phase 5 of MHIS and the AB-PMJAY in the State of Meghalaya without assigning any reasons whatsoever.

*Dated: 16<sup>th</sup> APRIL 2022*

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstrations or presentations which may be required by the State Nodal Agency or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and the State Nodal Agency and its employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation for submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

## **PART 1**

### **INTRODUCTION**

#### **1. BACKGROUND**

- A.** The Government of Meghalaya (GoM) had implemented the Megha Health Insurance Scheme Phase 1 to 3 in convergence with the erstwhile Rashtriya Swasthya Bima Yojana. For this purpose, the GoM issued the Megha Health Insurance Scheme vide O.M. No. Health. 34/2006/Pt/95 dated 10 October 2012.
- B.** The GoM has implemented the Megha Health Insurance Scheme Phase 4 (MHIS 4) in convergence with the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (hereinafter referred to as PMJAY) - an insurance scheme announced by the NHA, GoI providing an insurance cover of ₹ 5, 00, 000 per household belonging to the SECC category of families. The Scheme was referred to as Megha Health Insurance Scheme Phase 4, providing coverage of ₹ 5, 00,000 on a family floater basis to Beneficiaries Family Units through a network of empaneled health care providers.
- C.** The GoM has decided to evaluate the overall functionality of the Megha Health Insurance Scheme; and has now decided to implement a restructured scheme in convergence with PMJAY. The scheme shall be referred to as the Megha Health Insurance Scheme Phase 5 (hereinafter referred to as MHIS 5), providing an insurance cover of ₹ 5,30,000 for PMJAY eligible beneficiaries and ₹ 5,00,000 for MHIS eligible beneficiaries on a family floater basis to Beneficiary Family Units through a network of empanelled hospitals.
- D.** The objectives of the Megha Health Insurance Scheme Phase 5 are to:
  - a.** Continue a sustainable and practical health insurance solution for the residents of the State of Meghalaya;
  - b.** Provide adequate cover after considering the incidence rate of regional diseases and diseases or illnesses requiring tertiary care procedures; along with strong focus on preventive care.
  - c.** Improve the overall service quality, including patient care facilities and efficiency of registration of the remaining population yet to be registered and post-registration activities; and
  - d.** Provide strong quality control, monitoring and fraud control mechanisms.
- E.** MHIS 5 is intended to benefit all persons that are residents in all the districts of the State of Meghalaya, including all families belonging to the SECC category of families but not including families that include one or more members that are government servants. However, any member of a government servant family who is not eligible for any reimbursement benefits should be provided with the benefit coverage under MHIS 5. The Beneficiaries shall be registered by the Insurer based on the information available within the Beneficiary Database provided by the State Nodal Agency and at a period as specified by the SNA. The GoM now intends to appoint an insurance company through an open and competitive Bidding Process for implementing MHIS 5 in all the districts of Meghalaya. Therefore, Bids are invited to cover an estimated number of Beneficiary Family Units in the State of Meghalaya that will be published on the website specified in the Tender Notice, along with the district-wise profile of the estimated number of Beneficiary Family Units. The estimated number of Beneficiary Family Units is indicated below:

Sl. No.	District	PMJAY	MHIS	Total MHIS V
1	EAST GARO HILLS	24130	14994	39124
2	EAST JAINTIA HILLS	7260	14276	21536
3	EAST KHASI HILLS	84482	144777	229259
4	EASTERN WEST KHASI HILLS	18320	12859	31,179
5	NORTH GARO HILLS	21594	16829	38423
6	RI BHOI	30699	40792	71491
7	SOUTH GARO HILLS	18302	20014	38316
8	SOUTH WEST GARO HILLS	20694	12533	33227
9	SOUTH WEST KHASI HILLS	12032	13559	25591
10	WEST GARO HILLS	59589	42900	102489
11	WEST JAINTIA HILLS	30556	31532	62088
12	WEST KHASI HILLS	19085	14,722	33807
<b>Total</b>		<b>3,46,743</b>	<b>3,79,787</b>	<b>7,26,530</b>

**NOTE:** The estimated number of beneficiaries as given above is not final, the Central/State Government may either add or reduce the number of Beneficiary Family Units to the scheme. The same terms and conditions including Premium shall be applicable to the additional beneficiary families. **It shall be assumed that 10% of the total Beneficiary Family Units in the Beneficiary Database qualify as families with one or more government employees for which premium shall not be calculated. The bidder shall note that there is no limit in the family size, however, as per past figures in MHIS I, II, III and MHIS IV the average family size was 3.71, 3.73, 3.56 and 3.72 per household respectively.**

## 2. INSURANCE COVER

The insurance cover to be provided by the Insurer selected through the Bidding Process is summarized below:

### A. INSURANCE/RISK COVER

The benefits within the scheme, to be provided on a cashless basis to the beneficiaries up to the limit of their annual coverage, package charges on specific procedures and subject to other terms and conditions outlined herein, are the following:

- a. Coverage for meeting expenses of hospitalization for medical/surgical procedures including maternity and new-born benefits, selected outpatient procedures, surgical day care procedures, outpatient diagnostic services or any other treatment classified as Health Benefit Package given under Scheduled 3 of the insurance contract for up to ₹ 5,30,000 per family per policy year for PMJAY eligible category and ₹ 5,00,000 per family per policy year for MHIS category subject to limits in any of the empanelled health care providers across India. The benefit to the family will be available on a floater basis i.e. ₹ 5, 30,000 for PMJAY beneficiaries or ₹ 5, 00,000 for MHIS beneficiaries can be availed individually or collectively by members of the family per policy year.
- b. Hospitalization Expenses benefit: provides cover for payment of Hospitalization expenses that are incurred by the Beneficiary for a Medical Treatment or Surgical Procedure that is provided by an Empanelled Health Care Provider, subject only to the Exclusions listed in Schedule 1 of the insurance contract. The benefit is limited to: (x) the available Sum Insured; and (y) the eligible Medical Treatments or Surgical Procedures that are listed in Schedule 3 of the insurance contract.
- c. Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in Schedule 1 of the insurance contract.

- d. Pre and post hospitalization costs up to 1 day prior to hospitalization and up to 5 days from the date of discharge from the hospital for secondary care procedures and up to 15 days from the date of discharge from the hospital for tertiary care procedures shall be part of the package rates.
- e. Screening and follow up care as separate day care packages. This is separate from Pre and post hospitalization coverage mentioned above.
- f. Maternity and Newborn Child will be covered as indicated below:
  - i. It shall include treatment taken in hospital/nursing home arising out of childbirth, including normal delivery/caesarean section and/or miscarriage or abortion induced by accident or other medical emergency subject to exclusions given in Schedule 1 of the insurance contract.
  - ii. Newborn child shall be automatically covered from birth up to the expiry of policy for that year for all the expenses incurred in taking treatment at the hospital as in-patient. This new born will be considered as a part of insured family member till the expiry of the policy subject to exclusions given in Schedule 1 of the insurance contract.
  - iii. The coverage shall be from day one of the inception of the policy. However, normal hospitalization period *for both mother and child* should not be less than 24 hours *post-delivery*.
    - a) For the ongoing policy period until its renewal, new born will be provided all benefits under the scheme.
    - b) Verification for the newborn can be done by any of the existing family members who are already identified under the Beneficiary Identification Software process during the identification process at the empanelled health care provider.

**B. AVAILABILITY OF INSURANCE BENEFIT:**

- i. Hospitalization Expenses benefit:  
provides cover for payment of Hospitalization expenses that are incurred by the Beneficiary for a Medical Treatment or Surgical Procedure (including Tertiary Care) provided by an Empanelled Health Care Provider, subject only to the Exclusions;  
For the purpose of Hospitalization expenses shall include, amongst other things:
  - a) Registration charges;
  - b) Bed charges (General Ward, HDU or ICU, as the case may be);
  - c) Nursing and boarding charges;
  - d) Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.;
  - e) Anaesthesia, oxygen, operation theatre charges, cost of surgical appliances, etc.;
  - f) Medicines and drugs (unless specified);
  - g) Cost of prosthetic devices, implants, organs, etc (unless specified);
  - h) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
  - i) Food to the Beneficiary (optional);
  - j) Cost of treating any complications arising during Hospitalization (unless specified); and

- k) Any other expenses related to the Medical Treatment or Surgical Procedure provided to the Beneficiary by an Empanelled Health Care Provider.

Excluding non-medical consumables listed at Schedule 4 of the insurance contract.

ii. Day Care Treatment benefit:

provides cover for payment of expenses that are incurred by the Beneficiary for a Day Care Treatment (including Tertiary Care) that is listed at **Schedule 2 and Schedule 3** (Health Benefit Package List) of the insurance contract and that is provided by an Empanelled Health Care Provider or a Day Care Centre, subject only to the Exclusions; provided that a Day Care Treatment that qualifies as Tertiary Care shall only be provided by a Specialty Hospital.

For the purpose of Day Care Treatment expenses shall include, amongst other things:

- a) Registration charges;
- b) Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.;
- c) Anaesthesia, oxygen, operation theatre charges, cost of surgical appliances, etc.;
- d) Medicines and drugs (unless specified);
- e) Cost of prosthetic devices, implants, organs, etc (unless specified);
- f) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
- g) Any other expenses related to the Day Care Treatment provided to the Beneficiary by an Empanelled Health Care Provider.

Excluding non-medical consumables listed at Schedule 4 of the insurance contract.

iii. Maternity Benefit:

provides cover for expenses incurred by a Beneficiary who is a pregnant woman in respect of ante-natal and post-natal care provided by an Empanelled Health Care Provider, subject only to the Exclusions given in Schedule 1 of the insurance contract. This ante-natal and post-natal care benefit shall only be available to a Beneficiary who is:

- a. A pregnant woman aged 18 years and above; and
- b. Giving birth to her first or second child, unless she: (x) delivered twins during the first birth, or (y) she has only one living child.

This ante-natal and post-natal care benefit shall be available from the date of commencement of each Policy Cover Period. This benefit is limited to the number of OPD consultations set out below:

Period	Number of Eligible OPD Consultations
During ante-natal period	3 OPD consultations, 1 in every trimester of the pregnancy
During post-natal period	3 OPD consultations within 30 days of delivery



Ante-natal expenses include: OPD consultation expenses, expenses of medicines and drugs as follows: folic acid in the first trimester of the pregnancy; and iron and calcium tablets in the second and third trimesters of the pregnancy; expenses of Screening as follows: Hb, Urine Routine, HIV, RFT (Urea & Creatinine), VDRL, Hbs Ag and Blood Group tests in the first trimester of the pregnancy; Fasting blood sugar & PP in each trimester of the pregnancy.

USG for ante-natal care is provided as a separate package as listed in Schedule 3 and does not form as a part of the ante-natal expenses as mentioned above.

Post-natal expenses mean and include: OPD consultation expenses; expenses of Screening; and expenses of medicines and drugs - The medicines will be handed over to the Beneficiary by the Empanelled Health Care Provider and the costs thereof will then be claimed from the Insurer as part of the prescribed Package Rate.

**iv. Child Care Benefit:**

provides cover for payment of child care expenses incurred by a Beneficiary for OPD consultations provided by an Empanelled Health Care Provider, subject only to the Exclusions given in Schedule 1 of the insurance contract. This child care benefit shall only be available to a Beneficiary who is a child aged between 0 and 5 years. If the child is an infant between 0 and 12 months, this benefit can be availed either by identification of the child as a new-born by a registered Beneficiary or by registration of the child as a Beneficiary. If the child is between 1 and 5 years old, then the child must be registered as one of the Beneficiaries to avail this benefit. This benefit will be limited to the number of OPD consultations listed below:

Age Group of Child Beneficiary	Number of Eligible OPD Consultations in each Policy Cover Period
0-6 months	2
6-12 months	1
1-5 years	1

Child care expenses mean and include: Expenses in relation to routine check-up or OPD consultation; Expenses of Screening as follows: basic diagnostic tests for CBC, urine routine and microscopy; and expenses of medicines and drugs as follows: antipyretics, anti-diarrhoeal agents, ORS, de-worming tablets, antibiotics, iron supplements, anti-malarial, antispasmodic, anti-allergic and anti-motility agents.

The medicines will be handed over by the Empanelled Health Care Provider to a registered Beneficiary accompanying the child Beneficiary and the costs thereof will then be claimed from the Insurer as part of the prescribed Package Rate.

**v. Cardiac and Diabetes Preventive OPD Care:**

provides cover for payment of expenses incurred by a Beneficiary for cardiac and diabetes preventive care provided by an Empanelled Health Care Provider, subject only to the Exclusions given in Schedule 1 of the insurance contract.

This benefit is limited to three OPD consultations per beneficiary in each Policy Cover Period. Expenses of cardiac and diabetic preventive care mean and include: expenses in relation to routine

check-up or OPD consultation; expenses of Screening as - cardiac and diabetic profile tests as follows: AOE, DOE, past history of IHD, smokers, diabetics and dyslipidaemia; diagnostics for: lipid profile (once in each Policy Cover Period); CBC (every OPD consultation), meth-haemoglobin, fasting blood sugar & PP (every OPD consultation), serum creatinine (every OPD consultation) and ECG (once in each Policy Cover Period) and any other investigations that may be required; and expenses of medicines and drugs for the period of treatment, being: anti-platelet agents, statins, anti-hypertensive, OHAs, anti-diabetic drugs and injectibles, insulin and anti-anginals. The medicines will be handed over by the Empanelled Health Care Provider to the Beneficiary and the costs thereof will then be claimed from the Insurer as part of the prescribed Package Rate.

**vi. OPD Diagnostic Benefit:**

provides cover for payment of expenses incurred by a Beneficiary for diagnostic care provided by a Specialty Hospital or Diagnostics Lab on an out-patient basis, subject only to the Exclusions given in Schedule 1 of the insurance contract.

The NHA or the State Nodal Agency may issue MHIS Guidelines and/or a MHIS Operational Manual from time to time to govern such approval. Thereafter, the Insurer shall only be required to honour Claims made under this benefit in compliance with such MHIS Guidelines and/or MHIS Operational Manual.

This benefit will only be available only in relation to OPD diagnostic care that is listed in **Schedule 3** of the insurance contract. The OPD diagnostic benefit does not extend to any diagnostic care provided by an Empanelled Health Care Provider that would otherwise be covered by any of the other benefits under the Insurance Cover.

Further, the OPD diagnostic benefit can be availed by any one Beneficiary of a Beneficiary Family Unit for one instance of OPD diagnostic care in any consecutive 7-day period, i.e., the Insurer shall not be required to pay for more than one instances of OPD diagnostic care provided by any Specialty Hospital or Diagnostics Lab to one or more Beneficiaries belonging to the same Beneficiary Family Unit in any consecutive 7-day period.

This benefit is limited to: a maximum of ₹ 10,000 for all instances of OPD diagnostic care, in each Policy Cover Period.

**vii. Follow-up Care benefit:**

provides cover for payment of expenses that are incurred by the Beneficiary for Follow-up Care provided by an Empanelled Health Care Provider, but not for any Follow-up Care provided in relation to a Critical Illness. The Follow-up Care benefit is in addition to the pre-hospitalization and post-hospitalization expenses, it will only be available in respect of expenses incurred by the Beneficiary once the 30-day post-hospitalization period has been completed.

Further, this benefit will only be available in relation to the Medical Treatment or Surgical Procedure for which the Beneficiary has been hospitalised or for which the Beneficiary obtained Day Care Treatment, whether such Hospitalization or Day Care Treatment took place prior to or during the Policy Cover Period.

Follow-up Care expenses shall include: OPD consultation expenses; expenses of Screening; and expenses of medicines and drugs.

The medicines will be handed over to the Beneficiary by the Empanelled Health Care Provider and the costs thereof will then be claimed from the Insurer as part of the prescribed Package Rate.

This benefit is limited to: (1) a maximum of 40,000 for all instances of Follow-up Care; and (2) up to four instances of Follow-up Care, in each Policy Cover Period.

- viii. Benefit Availability for New-born under the Policy Period:  
Notwithstanding to the type of cover whether Secondary or Tertiary Care, any newborn shall be entitled to benefits under the insurance covers as per clause 3 A f (ii) and (iii) of the insurance contract.
- ix. Domiciliary Care expenses:  
No benefits shall be available for Domiciliary Care.

C. In relation to each Policy Cover Period during the Term of the Insurance Contract, the Insurer selected to implement MHIS 5 will be required to:

- a) Appoint TPAs and other services intermediaries meeting the prescribed criteria if required;
- b) Assist in empanelment of hospitals meeting the minimum eligibility criteria and procure and install the necessary Hospital IT Infrastructure at public health care facilities for providing Cashless Access Services to the Beneficiaries;
- c) Institute a mechanism to process Claims, monitor the utilization of benefits and periodically report the same to the State Nodal Agency;
- d) Provide strong quality control, monitoring and fraud control mechanisms, and
- e) Comply with all requirement of the State Nodal Agency in accordance with the terms of the Insurance Contract.

D. For effective implementation of MHIS 5, partnership is envisaged between the Insurer, public and private sector health care providers and the state agencies. The State Nodal Agency will provide the Insurer with the Beneficiary Database and assist the Insurer in networking with the public/private health care providers, fixing of treatment protocol and costs and treatment authorization, so that the cost of administering MHIS 5 is kept to a minimum, while making optimum use of the resources available in the public/private health care systems.

The statements and explanations contained in the RFP are intended to provide an understanding to Bidders about the subject matter of the RFP and the Insurance Contract and should not be construed or interpreted as limiting in any way or manner the scope of the Covers or the rights or obligations of the Insurer as set out in the Insurance Contract.

Further, this description does not in any way limit the State Nodal Agency's right to amend, alter, change, supplement or clarify the scope of the Covers or the terms and conditions of the Insurance Contract in accordance with the Tender Documents. Consequently, any omissions, conflicts or contradictions in the RFP, are to be noted, interpreted and applied appropriately to give effect to this intent and no claims on that account will be entertained by the State Nodal Agency.

### **3. CREATION OF NEW DISTRICTS/BLOCKS IN THE SERVICE AREA**

- a. The insurer shall ensure that all terms under Part 2 or any applicable clause (s) of the Insurance Contract are fulfilled in a situation where the Government of Meghalaya creates a new district or a new block in the Service Area.
- b. Notwithstanding to anything that is mentioned under Clause 22 (a) of the insurance contract, the Insurer shall also ensure that all terms under Part 2 or any applicable clause (s) of the Insurance Contract are fulfilled in a situation that there is a change in the Government of Meghalaya's Administrative set-up in any district in the Service Area.

## **PART 2**

### **BRIEF DESCRIPTION OF THE BIDDING PROCESS**

#### **4. BRIEF DESCRIPTION OF THE BIDDING PROCESS**

- A. As part of the Bidding Process, Bidders are required to submit a single Bid consisting of two parts:
  - a. The Technical Bid – Bid Application Letter and other Supporting Documents.
  - b. The Financial Bid.
- B. The evaluation of bids will be carried out in two stages:
  - a. The **First stage** will involve the evaluation of the responsiveness of the Bid Application Letters submitted by the Bidders. Only those Bidders that have submitted substantially responsive Bid Application Letters and meet the Eligibility Criteria as per Clause 7 will be notified as being Qualified Bidders and will be qualified to have their financial bids opened and evaluated in the second stage.
  - b. The **Second Stage** will involve the evaluation of Financial Bids of the Qualified Bidders to determine the Successful Bidder for the award of the Insurance Contract.
- C. The bidder shall comply with the all the terms and condition of this tender document unconditionally.
- D. The Bids must be valid for a period of not less than 180 days from the Bid Due Date (excluding the Bid Due Date).
- E. The State Nodal Agency will receive Bids pursuant to the RFP and all Bids are required to be prepared and submitted in accordance with the terms of this RFP, on or before the Bid Due Date.

Only those Bidders that are in agreement with the terms of the Tender Documents are invited to participate in the Bidding Process. If any Bidder seeks any deviations to MHIS 5 or to the terms of the Tender Documents or includes any conditions in its Bid, such Bidder shall be disqualified. Hence, all Bidders are requested to go through the Tender Documents carefully and submit their Bids in the formats prescribed in the Tender Documents, only if they unconditionally agree with all the terms and conditions as specified in the tender document.

**IMPORTANT NOTE: For this purpose, all Bidders are requested to review and fully familiarize themselves with the revised Tender Documents that will be issued by the State Nodal Agency in accordance with Clause 10 B. Ignorance of or failure to review the terms of the revised Tender Documents (including any revised Bid submission formats) will not be accepted as an excuse for any deviations taken or conditions included by any Bidder in its Bid.**

- F. The State Nodal Agency may make available additional information to the Bidders to facilitate the Bidders' due diligence in respect of the Covers and MHIS 5 as and when available with the State Nodal Agency, including claims data and household information. However, the State Nodal Agency makes no representation or warranty and gives no undertaking regarding the accuracy, correctness or aptness of any of the information provided by it to the Bidders in their evaluation of the Covers or of MHIS 5.

It will be assumed that the Bidders have undertaken their own independent due diligence and an independent analysis of all the risk factors that will or that are likely to affect the Premium quoted by them for the Insurance Cover per Beneficiary Family Unit. Such risk factors that the Bidders may consider are: the scope of the Covers, the population of the State of Meghalaya, the local and geographical conditions, the rate of registration and utilization in the previous years of implementation of RSBY and AB-PMJAY & MHIS, the number of hospitals previously empanelled, the profile of diseases, information on health indicators, availability of health service providers, the previous claims experience, the average claim size, the proposed Package Rates and the rights and obligations of the Insurer under the Insurance Contract.

The Bidders will be deemed to have full knowledge of the Covers, MHIS 5 and the terms and conditions of the Insurance Contract, whether or not they have undertaken any investigations or studies.

The Successful Bidder will not be permitted to seek a change in the Premium on the basis of the information provided to it as part of the Tender Documents or its failure to undertake its independent investigations or studies or a breach of any of the assumptions taken by it in its Bid, whether after the Bid Due Date or after the execution of the Insurance Contract, except as expressly permitted in this RFP or in the Insurance Contract.

- G. Bidders are required to quote:

The Premium for providing the insurance cover per Beneficiary Family Unit in their Financial Bids.

The Premium quoted by the Bidder shall be the Premium payable per Beneficiary Family Unit registered and shall be exclusive of Goods and Service Tax.

**Note. The Premium quoted shall be binding on the Insurer for the entire Term of the Insurance Contract, provided that the Premium may only be loaded for each renewal Policy Cover Period in accordance with Clause 8 D of the Insurance Contract and the Premium may be subject to refund by the Insurer in accordance with Clause 8 B of the Insurance Contract.**

In quoting the Premium, the Bidders must take into account all risks, costs, liabilities, fees and expenses likely to be incurred in relation to the provision of the Covers and the implementation of MHIS 5. The Bidders will not be allowed to revise their Financial Bids after the Bid Due Date and the Insurer will not be allowed to revise the Premium after the signing of the Insurance Contract, except in accordance with the express terms thereof.

### PART 3

#### INSTRUCTION TO BIDDERS

#### 5. TENDER DOCUMENTS

- A. The Tender Documents consist of the documents listed in the Glossary.
- B. The Bidders agree that the State Nodal Agency shall not be responsible for the completeness of the Tender Documents, if the Bidder does not obtain them in the manner prescribed in the Tender Notice. The Tender Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the State Nodal Agency at the earliest. The State Nodal Agency will then direct the Bidders regarding the interpretation of the Tender Documents. If any discrepancy, ambiguity or contradiction arises between the terms of Volume I and Volume II of the Tender Documents in relation to:
  - i. the Bidding Process, the provisions of the RFP (Volume I) shall prevail; and
  - ii. The terms and conditions of the Covers and the implementation of MHIS 5, the provisions of the draft Insurance Contract (Volume II) shall prevail.
- C. Bidders are expected to review all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the RFP or submission of a Bid that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

## 6. FRAUD AND CORRUPT PRACTICES

- A. The Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. The State Nodal Agency shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- B. Without prejudice to the rights of the State Nodal Agency under Clause 6 A, if a Bidder is found by the State Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the GoM or any of the other ministries, departments, state owned enterprises or undertakings of the Government of Meghalaya or the State Nodal Agency for a period of 4 years from the date that such Bidder is found by the State Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- C. For the purpose of this Clause 6, 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 GoM or the State Nodal Agency who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the Scheme or MHIS 5 or arising from it at any time prior to the expiry of 1

year from the date such official resigns or retires from or otherwise ceases to be in the service of GoM or the State Nodal Agency, 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 Insurance Contract, as the case may be, any Person in respect of any matter relating to MHIS 5, the Bidding Process or the Insurance Contract, who at any time has been or is a legal, financial or technical advisor of the GoM or the State Nodal Agency on any matter concerning MHIS 5.

**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 or employed or engaged by the State Nodal Agency 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 7 E 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.

## 7. ELIGIBILITY OF BIDDERS

### A. Qualification Criteria

Only those insurance companies which are registered with IRDA for at least three continuous years as on the Bid Due Date and meeting the criteria as defined below shall be eligible to submit a Bid for award of the Contract. The conditions mentioned below shall be the Qualification Criteria. If any Bidder fails to meet the Qualification Criteria, its Bid shall be rejected. The qualification criteria are as follows:

### B. Parameters for All Companies

#### a. Nature of Entities

- i. The Bidder should be a registered public or private owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India.
- ii. Insurance companies shall not be entitled to form a consortium. If an insurance company does not meet the Qualification Criteria on its own merits and forms a

consortium with other insurance company(ies), then the Qualification submitted by such consortium shall be rejected.

**b. Technical Parameters of Qualifications for all companies:**

- i. The company should be registered with Insurance Regulatory Development Authority (IRDA) to carry out health insurance business.
- ii. The company shall be registered with IRDA for at least three years.
- iii. The company shall have a group health cover policy of at least 50,000 families in any two of the last three completed financial years.

**C. Documents Required**

The bidder shall submit the following documents as part of the

**a. Qualification bid:**

- i. General Information about Company.
  - 1. Registration and Latest Renewal Certificate/Receipt of Renewal of Registration of the Company with IRDA.
- ii. A copy of document which provides proof that the Insurance Company has a group health insurance policy covering at least 50,000 families in any two of the last three completed financial years.
- iii. Undertaking from the bidder for unconditional acceptance of terms and conditions of Tender.

**b. Financial Documents:**

- i. Last 3 Year's Audited Balance Sheet with Auditors' Report.
- ii. Last 3 Year's Profit & Loss Account.
- iii. Memorandum and Article of Association of the Company.

No insurance company shall be entitled to form a consortium with other insurance companies or other entities. If an insurance company does not meet the Eligibility Criteria on its merits or if it is not empanelled by the NHA and forms a consortium with other insurance company(ies), then the Bid submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.

**D. Eligibility Criteria**

If an insurance company has:

- a. been black-listed or been declared as ineligible to bid for government sponsored health insurance schemes by the IRDA, and such black-listing or bar subsists as on the Bid Due Date; or
- b. failed to maintain the required solvency margin or the solvency ratio required to be maintained under the Insurance Act in the financial year immediately preceding the Bid Due Date; or
- c. failed to comply with the Insurance Laws and such non-compliance continues as on the Bid Due Date; or
- d. been found or deemed to be insolvent in accordance with the Insurance Laws on or prior to the Bid Due Date; or



- e. failed to perform any contract for the implementation of a government sponsored health insurance scheme, as evidenced by the imposition of a penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against such Bidder, in the 3 years immediately prior to the Bid Due Date; or
- f. been expelled from a contract for the implementation of a government sponsored health insurance scheme by any government or government instrumentality, in the 3 years immediately prior to the Bid Due Date; or
- g. had any contract for the implementation of a government sponsored health insurance scheme terminated by any government or government instrumentality for breach by such Bidder, in the 3 years immediately prior to the Bid Due Date,

Then such insurance company shall not be eligible to submit a Bid. A Bid submitted by such an insurance company shall be rejected by the State Nodal Agency.

#### **E. Conflict of Interest**

A Bidder shall not have a conflict of interest that affects the Bidding Process (a **Conflict of Interest**). A Bidder that is found to have a Conflict of Interest shall be ineligible and its Bid shall be rejected.

A Bidder shall be deemed to have a Conflict of Interest, if:

- (i) 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:
  - a. the person exercising Control is the GoI, a state government, other government company or entity controlled by a government, a bank, pension fund or a financial institution (other than another insurer, whether Indian or foreign); or
  - b. any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26%.
- (ii) 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
- (iii) such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- (iv) 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 one or the Bids of each other.

#### **F. Misrepresentation by the Bidder**

The State Nodal Agency reserves 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 State Nodal Agency, the supplemental information sought by the State Nodal Agency for evaluation of the Bid.

#### **G. State Nodal Agency's Right to Evaluate Eligibility**

- a. The State Nodal Agency reserves the right to require a Bidder to submit documentary evidence to prove that it continues to satisfy the Eligibility Criteria at any time:

- i. after the Bid Due Date; or
  - ii. Prior to or after the issuance of the NOA or execution of the Insurance Contract, if such Bidder is selected as the Successful Bidder.
- b. In addition to the right reserved in Clause 7 G (a), the State Nodal Agency reserves the right to verify all statements, information and documents submitted by Bidders in response to the RFP. Any such verification or lack thereof by the State Nodal Agency will neither relieve Bidders of their obligations or liabilities nor affect any rights of the State Nodal Agency under this RFP.
- c. If the State Nodal Agency is of the opinion that the Bidder does not satisfy the Eligibility Criteria, then the State Nodal Agency shall have the right to:
  - i. disqualify the Bidder and reject its Bid; or
  - ii. Revoke the NOA or terminate the Insurance Contract after acceptance of its Bid, by issuing a written notice to the Bidder.
- d. The State Nodal Agency's determination of a Bidder's eligibility shall be final and binding. The State Nodal Agency shall not be liable in any manner whatsoever to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the Insurance Contract executed with it.

If the State Nodal Agency terminates the Insurance Contract in accordance with this Clause 31 E (a) of the insurance contract, then the Insurer shall be liable to repay the Premium received by it and take other measures upon such termination, in accordance with the provisions of the Insurance Contract.

## **8. ACKNOWLEDGEMENT BY BIDDER**

- A.** By submitting its Bid, the Bidder will be deemed to have:
  - a. made a complete and careful examination of the Tender Documents, all the information on the website specified in the Tender Notice and all other information made available by the State Nodal Agency, including the Addenda, clarifications and interpretations issued by the State Nodal Agency;
  - b. received all relevant information requested from the State Nodal Agency;
  - c. accepted the risk of inadequacy of or incomplete information, error or mistake in the information provided in the Tender Documents and the information made available by or on behalf of the State Nodal Agency;
  - d. satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid and performance of Insurer's obligations under the Insurance Contract and relied on actuarial calculations for arriving at the Premium quoted by it;
  - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or ignorance of any matter shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or the obligations of the Insurer or loss of profits or revenue from the State Nodal Agency, or be a ground for termination of the Insurance Contract; and
  - f. Agreed to be bound by the undertakings provided by it under and in accordance with the terms of this RFP.

- B.** The State Nodal Agency shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Documents or the Bidding Process, including any error or mistake therein or in any information or data given by or on behalf of the State Nodal Agency.

## **9. CLARIFICATION ON TENDER DOCUMENTS AND PRE-BID MEETING**

### **A. Clarifications and Queries**

- a.** A bidder may raise queries or seek clarifications on or seek modifications to the Tender Documents in the Pre-Bid Meeting.
- b.** The State Nodal Agency will endeavour to respond to any query or request for clarification on or modification to the Tender Documents that it receives, no later than the date specified in the Bid Schedule. The responses to such queries shall be uploaded on the website specified in the Tender Notice.

It shall be the duty of the Bidders to check the website for the response to the queries or requests for clarifications. The State Nodal Agency may, but shall not be obliged to communicate with the Bidders by e-mail (on the e-mail addresses provided at the time of procuring the Tender Documents), notice or any other means it may deem fit about the issuance of the clarifications. The State Nodal Agency'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 website specified in the Tender Notice.

- c.** The State Nodal Agency reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause 9 A shall be taken to be or read as compelling or requiring the State Nodal Agency to respond to any query or to provide any clarification.
- d.** The State Nodal Agency may of its own initiative, if deemed necessary, issue interpretations or clarifications to all the Bidders. All clarifications or interpretations issued by the State Nodal Agency shall be issued on or before the date specified in the Bid Schedule.
- e.** Verbal clarifications and information given by the State Nodal Agency, the GoM or any other person for or on its behalf shall not in any way or manner be binding on the State Nodal Agency or the GoM.
- f.** Should the State Nodal Agency deem it necessary to amend the Tender Documents as a result of a query or request for clarification or modification, it will do so following the procedure set out in Clause 10 A.

### **B. Pre-Bid Meeting**

- a.** The State Nodal Agency shall conduct one meeting with all the Bidders before the Bid Due Date (the Pre-Bid Meeting) to: provide an understanding of the Bidding Process, the terms of the Insurance Contract and the Scheme; and understand any queries, issues or suggestions that the Bidders may put forward.
- b.** All Bidders that have downloaded the Tender Documents from the website specified in the Tender Notice or that have obtained the Tender Documents from the office of the State Nodal Agency are invited to attend the Pre-Bid Meeting.

A Bidder may nominate up to 2 authorized representatives to participate in the Pre-Bid Meeting, by confirming the participation of its authorized representatives at the Pre-Bid Meeting at least 3 days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [state.manager@mhis.org.in](mailto:state.manager@mhis.org.in) and provide the contact details of such representatives including their e-mail addresses.

Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

- c. The Pre-Bid Meeting will be convened on or about the date specified in the Tender Notice. The time and place of the Pre-Bid Meeting shall be notified by the State Nodal Agency to the Bidders.
- d. The bidders are requested to submit any queries or seek clarification in writing to reach the State Nodal Agency not later than the date specified in the Bid Schedule, so that the State Nodal Agency can address the issues at the Pre-Bid Meeting.

State Nodal Agency shall endeavour, but will not be under an obligation to respond to the questions or queries received after the Pre-Bid Meeting, and in any case will not be required to respond to any questions, queries or clarifications raised after such period.

- e. The State Nodal Agency shall endeavour to provide the text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, by the date specified in the Tender Notice.
- f. The oral clarifications or information provided by or on behalf of the State Nodal Agency at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting or the written responses to queries issued in accordance with Clause 9 B (e) will not have the effect of modifying the Tender Documents in any manner, unless the State Nodal Agency issues any Addenda in accordance with Clause 10 A.

## **10. AMENDMENT OF TENDER DOCUMENTS**

### **A. Issuance of Addenda**

- a. Up until the date that is specified in the Bid Schedule, the State Nodal Agency may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by a Bidder at the Pre-Bid Meeting, amend the Tender Documents by issuing an Addendum.
- b. The Bidders are required to read the Tender Documents with any Addenda that may be issued in accordance with this Clause 10 A.
- c. Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- d. Any oral statements made by the State Nodal Agency or its advisors regarding the Bidding Process, the Tender Documents or MHIS 5 or on any other matter shall not be considered as amending the Tender Documents.

### **B. Issuance of Revised Tender Documents**

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

**C. Extension of the Bid Due Date**

In order to afford the Bidders reasonable time in which to take the Addenda and the revised Tender Documents into account in preparing the Bid or to compensate for time taken by the State Nodal Agency in addressing any technical issues or errors in accessing its website, the State Nodal Agency may, at its discretion, extend the Bid Due Date by issuing a written notice to all the Bidders.

**11. AVAILABILITY OF INFORMATION**

- A. The information relating to or in connection with MHIS 5, the Bidding Process and the Tender Documents, including: all notices issued by the State Nodal Agency to all Bidders in accordance with this RFP; queries and responses or clarifications; minutes of the Pre-Bid Meeting; Addenda; and the revised Tender Documents shall be uploaded on the website specified in the Tender Notice.
- B. All such information shall be made available for examination and review by the Bidders until the Bid Due Date.
- C. If, at any time prior to the Bid Due Date, a Bidder faces any technical issue or technical error in accessing the website specified in the Tender Notice, the Bidder may seek assistance from the State Nodal Agency by sending a written e-mail request to [state.manager@mhis.org.in](mailto:state.manager@mhis.org.in)
- D. The State Nodal Agency will use its best endeavors to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder, within 7 days of receipt of such request.

**12. CORRESPONDENCE WITH BIDDERS**

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

**13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA**

**A. Proprietary Data**

The Tender Documents and all other documents and information that are provided by the State Nodal Agency are and shall remain the property of the State Nodal Agency and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the RFP. The

Bidders shall treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.

**B. Confidentiality Obligations of State Nodal Agency**

The State Nodal Agency will treat all information submitted as part of a Bid in confidence and will require all those who have access to such material to treat it in confidence. The State Nodal Agency may not divulge any such information unless:

- a. such publication is contemplated under these Tender Documents; or
- b. it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- c. such publication is to enforce or assert any right or privilege of the statutory authority and/or the State Nodal Agency or as may be required by law (including under the Right to Information Act, 2005); or
- d. Such publication is in connection with any legal process.

**C. Confidentiality of Information relating to the Bid Process**

The State Nodal Agency shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the State Nodal Agency or any Bidder on or matters arising out of or concerning the Bidding Process, except in the circumstances specified in Clause 13 B above.

**D. No Obligation to Return Bids**

The State Nodal Agency 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.

**14. GOVERNING LAW AND DISPUTE RESOLUTION**

**A. Governing Law**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

**B. Arising of Dispute**

The State Nodal Agency aims at no circumstances that shall disrupt or cause any delay in the implementation of MHIS 5 and therefore, reserves the right to withhold any dispute arising in pursuant to and or in connection with the Bidding Process. In the exigency of some circumstances, dispute resolution shall in no way interrupt the implementation of MHIS 5 by the Successful Bidder.

**C. Exclusive Jurisdiction**

The competent courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **15. RIGHTS OF STATE NODAL AGENCY**

The State Nodal Agency reserves the right, in its sole discretion without assigning any reasons thereof, to:

- a. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Insurance Contract, without thereby incurring any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any person, including the Bidder(s);
- b. accept or reject the Bid of the Lowest Bidder or the Successful Bidder or any other Bid received by the State Nodal Agency;
- 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 reject a Bid if supplemental information is not received in a timely manner; 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.

## **16. WAIVER AND RELEASE BY BIDDERS**

It will be deemed that by submitting a Bid, each Bidder agrees and releases the State Nodal Agency its employees 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 law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **PART 4**

### **PREPARATION AND SUBMISSION OF BIDS**

## **17. COST OF BIDDING**

The Bidder shall bear all costs whatsoever associated with the preparation of the Bid, carrying out its independent studies on the implementation of MHIS 5 or verification of data provided by the State Nodal Agency. The State Nodal Agency shall not be responsible or liable for any costs, regardless of the outcome of the Bidding Process.

## **18. LANGUAGE OF BID AND CORRESPONDENCE**

- A. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the State Nodal Agency shall be in English.
- B. Any printed literature furnished by the Bidder 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 purposes of interpretation of the Bid, the English translation shall govern. The translated literature shall be notarized by a public notary. Supporting materials which are not translated into English may not be considered by the State Nodal Agency.

## 19. VALIDITY OF BIDS

- A. Each Bid shall remain valid for a period of 180 days from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being non-responsive.
- B. In exceptional circumstances, the State Nodal Agency may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## 20. NUMBER OF BIDS

Each Bidder shall only submit one Bid consisting of the Bid Application Letter, the Technical Bid and the Financial Bid. If a Bidder submits more than one Bid, then all such Bids submitted by the Bidder shall be rejected.

### A. PREMIUM

The Bidders are being required to quote the Premium:

- i. per Beneficiary Family Unit and shall be inclusive of all costs, including issuance of E/paper card, expenses, service charges, taxes, overheads, profits payable in respect of such Premium.
  - ii. in the format specified at Annexure E; and
  - iii. Only in Indian Rupees and upto two decimal places.
  - iv. **Bidder shall provide one quote** for Coverage of Rs ₹ 5, 00,000 per family per policy year for PMJAY eligible category and MHIS eligible category. For additional OPD cover ₹ 30,000 for PMJAY eligible beneficiaries 2% shall be calculated of the premium quoted for ₹ 500,000/- coverage.
- B. The Bidder shall submit the following documents as part of the Bid Application Letter submission:
- i. True certified copies of the registration granted by the IRDA for carrying on general insurance (including health insurance) business in India and last three years' receipt of renewal of registration with IRDA.
  - ii. Last 3 Years" audited Balance Sheet and Profit and Loss Account with Auditors" Report.
  - iii. Memorandum of Association and Article of Association of Company.
  - iv. True certified copies which provide proof that the Insurance Company has a group health insurance policy covering at least 50,000 families for any two of the last three completed financial years.
  - v. True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance of at least Rs. 100 crores in India in each of the last three completed financial years.
  - vi. The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of MHIS/AB-PMJAY as provided in this tender as per Annexure F.



- vii. The undertaking by the Bidder to use the services of only those Third-Party Administrators, Smart Card Service Providers and similar agencies that fulfill the criteria specified in the Tender Documents, in the format set out in Annexure G.

## 21. TECHNICAL BID SUBMISSIONS – BID APPLICATION LETTER AND OTHER DOCUMENTS

- A. The Bidder shall submit the following documents as part of its Bid Application Letter:
  - a. The Bid Application Letter, in the format set out in **Annexure A**. The format of the Bid Application Letter shall be completed as per the instructions set out in the format.
  - b. An authority letter signed by the CMD/GM/Director/Executive Director/Vice President of the Bidder or any other person with the authority to take decisions on behalf of the Bidder in favour of the authorized signatory of the Bidder, in the format specified in **Annexure B**.

The name and position held by the person signing the authority letter must be typed or printed below the physical signature of such person. The authority letter should also carry the signature of the authorized signatory (i.e., the person being authorized to sign the Bid) and his name and position.

The authority letter should be accompanied by a true certified copy of the relevant extract of the charter documents and documents such as a Board or shareholders' resolution or power of attorney authorizing the CMD/GM/Director/Executive Director/Vice President or other person to make decisions on behalf of the Bidder and to delegate authority.

If the authorised signatory is not being directly authorised by the CMD/GM/Director/Executive Director/Vice President who has been given the authority by the Board or the shareholders of the Bidder, then the Bidder will need to provide documentary evidence to prove the whole chain of authority ending in the authorised signatory.

If the CMD/GM/Director/Executive Director/Vice President or other person who is authorised by the Board or shareholders to make decisions on behalf of the Bidder is also the authorised signatory, then it shall not be mandatory for the Bidder to submit the authority letter in the format specified in **Annexure B**; *provided that* the authority vested in such CMD/GM/Director/Executive Director/Vice President covers all the matters referred to in the format specified in **Annexure B**.
  - c. A certificate from the Bidder's Appointed Actuary stating that the Premium quoted by the Bidder in its Financial Bid has been actuarially and scientifically calculated and is financially sound, in the format set out in **Annexure C**.
  - d. List of Medical Treatments, Surgical Procedures or Day Care Treatments, whether for secondary care or Tertiary Care, in addition to those set out in Schedule 2 & Schedule 3 of the Draft Insurance Contract (Volume II of Tender Documents) with Package Rates, in the format specified in **Annexure D**.

If the Bidder is not proposing any additional Package Rates, then the Bidder shall submit the blank format specified in Annexure D and state "NA" on its face.
  - e. Documents as specified in clause 20 B above.
- B. The Bid Application Letters are un-priced proposals to establish the eligibility of the Bidders and to demonstrate that their Technical Bids are authentic and true and that their Financial Bids are technically sound, financially viable and sustainable. Bid Application Letters containing any financial or other commercial information (other than that requested in the Actuarial Certificate format specified in **Annexure C**) shall be rejected as being non-responsive.

- C. The Bid Application Letter submissions shall be in the formats prescribed and each format shall be completed as per the instructions on that format.

## 22. FINANCIAL BID SUBMISSION

- A. The Bidder shall only submit the Financial Bid in the format set out at **Annexure E**. The Bidder shall not include any other documents as part of the Financial Bid.
- B. Each Bidder is required to quote the premium
  - a. for each Beneficiary Family Unit in all the Districts of Meghalaya, which Premium shall be inclusive of all costs, expenses, service charges, taxes, overheads and profits payable in respect of such Premium; and
  - b. only in Indian Rupees and up to two decimal places.

## 23. SIGNING OF BID

- A. Each Bid must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.
- B. All pages of the Bid must be physically initialed by the authorized signatory of the Bidder.

## 24. MARKING, SEALING AND SUBMISSION OF BIDS

- A. Each Bidder shall submit:
  - a. one original copy, one physical photocopy and one soft copy (in a CD) of the Bid Application Letter and supporting documents;
  - b. only one original copy of the Financial Bid. If a photocopy or soft copy of the Financial Bid is submitted by a Bidder, then such a Bid may be rejected.

If any printed and published documents are being submitted, only the cover and the last page shall be initialed.

- B. The Bid shall contain no alterations, omissions or additions.
- C. The Bidder should attach clearly marked and referenced continuation sheets if the space provided in the prescribed formats is insufficient. Alternatively, the Bidder may format the prescribed forms making due provision for incorporation of the requested information, but without changing the contents of such prescribed formats.
- D. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- E. The Bid Application Letter (including all of the documents listed at Clause 21 A above) shall be duly sealed in the first envelope, which shall be super-scribed as follows:

**“MEGHA HEALTH INSURANCE SCHEME PHASE 5  
AND  
AYUSHMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA:  
BID APPLICATION LETTER  
DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE”**

- F. The Financial Bid shall be duly sealed in the third envelope, which shall be super-scribed as follows:
- “MEGHA HEALTH INSURANCE SCHEME PHASE 5  
AND  
AYUSHMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA:  
FINANCIAL BID  
DO NOT OPEN BEFORE COMPLETION OF BID APPLICATION LETTER AND OTHER DOCUMENTS”**
- G. The sealed envelopes containing the Bid Application Letter and the Financial Bid shall be placed in a sealed outer envelope that shall be super-scribed as follows:
- “MEGHA HEALTH INSURANCE SCHEME PHASE 5  
AND  
AYUSHMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA:  
BID  
DO NOT OPEN BEFORE BID DUE DATE”**
- H. Each of the sealed envelopes (i.e., the envelope containing the Bid Application Letter and the Financial Bid and the outer envelope) shall clearly indicate the name, address and contact details of the Bidder.
- I. If the envelopes are not sealed, marked and submitted as instructed above, the State Nodal Agency assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- J. The Bid (containing the Bid Application Letter and the Financial Bid in separate sealed envelopes) shall either be hand delivered or sent by registered post acknowledgement due or courier to the address below:

**Dr. Aman Warr,**

**Chief Executive Officer, Megha Health Insurance Scheme, &**

**Director of Health Services (MI),**

**Government of Meghalaya.**

**Address:** State Nodal Agency, Megha Health Insurance Scheme, Health Complex,  
Laitumkrah, Shillong - 793003, Meghalaya.

**Email:** [state.manager@mhis.org.in](mailto:state.manager@mhis.org.in)

**Phone:** +91 – 364 – 250- 7477.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

- K. The State Nodal Agency shall not be responsible for any delays, loss or non-receipt of Bids.

## **25. BID DUE DATE**

- A. The Bid shall be submitted on or before 1100 hours on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.

- B. The State Nodal Agency may, at its discretion, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 10 A, in which case all rights and obligations of the State Nodal Agency and the Bidders will thereafter be subject to the Bid Due Date as extended.

## **26. SUBSTITUTION AND WITHDRAWAL OF BIDS**

- A. A Bidder may substitute or withdraw its Bids after submission but prior to specified time on the Bid Due Date, provided that a written notice of the substitution or withdrawal is submitted to the State Nodal Agency.
- B. If the State Nodal Agency receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute his original Bid, which shall be returned unopened.
- C. If the State Nodal Agency receives a withdrawal notice before the specified time on the Bid Due Date, then the State Nodal Agency shall return the Bid to such Bidder unopened.
- D. No Bid may be substituted or withdrawn after the specified time on the Bid Due Date.

## **PART 5 OPENING AND EVALUATION OF BIDS**

### **27. OPENING OF BIDS**

- A. The State Nodal Agency shall only open those Bids that are submitted on or before the specified time and place on the Bid Due Date.
- B. The State Nodal Agency shall open the Bids at the time and on the date specified in the Bid Schedule and at the address set out below or any other address communicated to the Bidders:

Conference Room,  
Secretariat Building, Govt of Meghalaya  
Shillong, Meghalaya – 793001.

The Bids shall be opened in the presence of the Bidders whose designated representatives choose to be present.

- C. The names of all Bidders who have submitted Bids will be read out, and other such details as the State Nodal Agency, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.

- D. The outer envelopes of the Bids and the Bid Application Letters will be opened at the time mentioned in the Bid Schedule. The State Nodal Agency will prepare a record of the opening of each part of the Bids that will include, as a minimum; the names of the Bidders who are 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. A copy of the record will be distributed to all the Bidders for their information.
- E. Once all the Bid Application Letters have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified Bidders. The procedure for evaluation of the responsiveness of the Bid Application Letters and the eligibility of Bidders is set out at Clause 28.
- F. The qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- G. Financial Bids of only the qualified Bidders will be considered for opening and evaluation on the intimated date. All qualified bidders will have their financial bid opened on the following day. The Financial Bids will be evaluated in the presence of the representatives of the qualified bidders that choose to be present. Representatives of Bidders that have failed to qualify the Bid Application Bid/Technical bid will not be permitted to attend the opening and evaluation of the Financial Bids. The procedure for evaluation of the Financial Bids is set out at Clause 29.
- H. Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the State Nodal Agency. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- I. Any information contained in a Bid will not in any manner be construed as binding on the State Nodal Agency, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Insurance Contract is subsequently awarded to it on the basis of such information.

## **28. EVALUATION OF RESPONSIVENESS OF THE BID APPLICATION LETTERS AND QUALIFICATION OF BIDDERS**

- A. The Bid Application Letters will first be evaluated for responsiveness to the RFP. If any Bid is found:
  - a. not to be complete in all respects; or
  - b. not duly signed by the authorized signatory of the Bidder; or
  - c. not to be in the prescribed formats; or
  - d. to contain material deviations or reservations,Then such Bid will be deemed to be substantially non-responsive.

For the avoidance of doubt, a "material deviation or reservation" is one that:

- (i) affects in any substantial way, the scope or the terms and conditions of providing the Covers; or
- (ii) limits in any substantial way that is inconsistent with the Tender Documents, the State Nodal Agency's rights or the Insurer's obligations under the Insurance Contract; or
- (iii) Would affect unfairly the competitive position of other Bidders submitting substantially responsive bids.

- B. A substantially non-responsive Bid Application Letter shall be liable to be rejected, unless the State Nodal Agency elects to seek clarifications from the Bidder or to construe information submitted by the Bidder in the manner that the State Nodal Agency deems fit.
- C. The State Nodal Agency will evaluate only those Bid Application Letters that are found to be substantially responsive and to determine whether such Bidders satisfy the Eligibility Criteria.
- D. In order to determine whether the Bidder satisfies the Eligibility Criteria, the State Nodal Agency will examine the documentary evidence of the Bidder's eligibility submitted by the Bidder and any additional information which the State Nodal Agency receives from the Bidder upon request by the State Nodal Agency.
- E. After completion of the evaluation of the responsiveness of the Bid Application Letters and the eligibility of the Bidders, the State Nodal Agency will notify the qualified Bidders of the date, time and place of evaluation of the Financial Bids. Such notice may be issued on the date of opening of the Bids, in which case the Financial Bids may be opened either on the same day or on the next working day.
- F. The Technical Bids and the Financial Bids of those Bidders who are not declared as Qualified Bidders will be returned to them unopened.

## 29. FINANCIAL BID EVALUATION

- A. Upon opening of the Financial Bids of the Empanelled Bidders, they will first be evaluated for responsiveness to the RFP. If any Financial Bid is found:
  - a. not to be complete in all respects; or
  - b. not duly signed by the authorized signatory of the Bidder; or
  - c. not to be in the prescribed format; or
  - d. to contain any material deviations or reservations,

Then such Technical and Financial Bid shall be deemed to be substantially non-responsive. A material deviation or reservation shall have the meaning ascribed to it in Clause 28 A above.

- B. A substantially non-responsive Financial Bid shall be rejected outright. The State Nodal Agency will only evaluate Financial Bids of those Qualified Bidders that have been found to be substantially responsive.
- C. Once the Financial Bids of the Qualified Bidders have been opened and evaluated for substantial responsiveness:
  - a. The State Nodal Agency shall notify the qualified bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the evaluation of the Financial Bids and selection of the Successful Bidder (the **Selection Meeting**) and invite such Empanelled Bidder to be present at the Selection Meeting.
  - b. The State Nodal Agency shall notify a Qualified Bidder whose Financial Bid is found to be substantially non-responsive, that Unqualified Bidders' Financial Bid shall not be evaluated further.

- D.** For selecting the Bidder for award of the Insurance Contract, the objectives of the State Nodal Agency are two-fold:
- a.** to select a single Successful Bidder for implementation of MHIS 5 in all the districts of the State of Meghalaya; and
  - b.** To select a Bidder that: (1) is a Qualified Bidder; (2) has submitted a substantially responsive Financial Bid; and (3) is the successful bidder. Bidders meeting these criteria shall be awarded the Insurance Contract.
- E.** The State Nodal Agency will follow the procedure set out below for selecting the Successful Bidder:
- a.** The State Nodal Agency shall announce the bidders who have qualified the technical bid/bid application letter responsiveness on the day the financial bid is opened. The State Nodal Agency shall also notify the unqualified bidders that their financial bid shall not be evaluated further.
  - b.** On the day of opening the Financial Bid, the State Nodal Agency shall evaluate and tabulate the Premium quoted by each qualified Bidder that has submitted substantially responsive Financial Bid.
  - c.** In the course of tabulation, the State Nodal Agency shall check for arithmetical errors in each Financial Bid being evaluated. If any arithmetical errors are found, then they shall be rectified as follows:
    - i.** If there is a discrepancy between words and figures in any or all of the premiums quoted, then the amount in words shall prevail.
    - ii.** If there is a discrepancy between words and figures quoted for the total Premium, then subject to the procedure for rectification in paragraphs (i) and (ii), the amount in words shall prevail.
  - d.** Once the Total Premium quoted by each qualified Bidder in a substantially responsive Financial Bid has been opened, the State Nodal Agency shall rank the Qualified Bidders as L1, L2, L3 and so on. The L1 is the bidder with the lowest quote and shall be termed as the Successful Bidder.
  - e.** In a scenario where the premium quoted by the lowest bidder does not match the capacity of the SNA, MHIS, the Tender Committee shall have the right to call for re-submission of only financial bids from all the bidders again without assigning any reasons thereof. In such an event, the Tender Committee shall define the premium quoted by L1 as the ceiling limit prior to the invitation of bidders for re-submission. All bidders re-submitting the financial bids shall ensure that the premium to be quoted shall in no way exceed the ceiling amount as defined by the Tender Committee.

### **30. CLARIFICATIONS ON BIDS**

- A.** In evaluating the Bid Application Letters, the State Nodal Agency may seek clarifications from the Bidders regarding the information in the Bid Application Letter 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 State Nodal Agency within the time specified by the State Nodal Agency for this purpose.

- B. If a Bidder does not provide clarifications sought by the State Nodal Agency within the prescribed time, the State Nodal Agency may elect to reject its Bid. In the event that the State Nodal Agency elects not to reject the Bid, the State Nodal Agency 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 State Nodal Agency.
- C. The State Nodal Agency may not seek any clarifications from the Bidders regarding the information in the Financial Bids. No change in the Premium quoted by the Bidder or any material change to the substance of any Financial Bid shall be sought, offered or permitted.

## **PART 6**

### **AWARD OF INSURANCE CONTRACT**

#### **31. NOTIFICATION OF AWARD**

- A. Upon selecting the Successful Bidder in accordance with Clause 29 E above, the State Nodal Agency shall send the proposal to NHA for its approval. After obtaining the approval of NHA, the State Nodal Agency shall issue 2 original copies of a notification of award (the **NOA**) to the Successful Bidder:
  - a. declaring it as the Successful Bidder;
  - b. accepting its Financial Bid (as corrected by the State Nodal Agency);
  - c. requesting it to fulfill the conditions specified in Clause 31 B; and
  - d. Subject to fulfillment of the conditions specified in Clause 31 B, requesting it to execute the Insurance Contract and to fulfill the conditions precedent to execution in accordance with Clause 32.
- B. Within 3 days of receiving the NOA, the Bidder declared as the Successful Bidder shall:
  - a. Sign and return 1 original copy of the NOA to the State Nodal Agency as acceptance thereof and in acceptance of the terms of the revised draft Insurance Contract issued by the State Nodal Agency in accordance with Clause 10 B and it will be required to notify its acceptance of the terms of such further revised draft Insurance Contract; and
  - b. Provide to the State Nodal Agency information regarding the qualifications of the TPA and the Smart Card Service Provider proposed to be appointed by it. It shall be the obligation of the Insurer to satisfy itself of the qualifications of the TPA and the Smart Card Service Provider. The Insurer may be asked to submit documents establishing the qualification of the TPA and the Smart Card Service provider.
- C. If the Bidder that is issued the NOA does not comply with either or both of the conditions set out in Clause 31 B the State Nodal Agency may elect to grant such Bidder an extension of time for the completion of such condition(s) or to disqualify the Bidder selected as the Successful Bidder. If the State Nodal Agency elects to disqualify such Bidder, then the State Nodal Agency may:
  - (i) Evaluate all the Financial Bids of the Qualified Bidders received in accordance with the procedure at Clause 29 E (d).
  - (ii) The State Nodal Agency may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.



### **32. EXECUTION OF THE INSURANCE CONTRACT**

- A.** The Successful Bidder shall execute the Insurance Contract in the revised draft form published by the State Nodal Agency under Clause 10 B or in the further revised draft form issued by the State Nodal Agency under Clause 31 B (a), with minimal changes or amendments being made to reflect facts or to correct minor errors. The State Nodal Agency shall, before the date specified in the Bid Schedule for the execution of the Insurance Contract, provide the Successful Bidder with the final execution draft of the Insurance Contract.
- B.** The State Nodal Agency shall not entertain any request from the Successful Bidder for negotiations of or deviations to the final execution draft of the Insurance Contract provided by the State Nodal Agency under Clause 32 A.
- C.** If the Successful Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Insurance Contract, the State Nodal Agency may elect to disqualify the Successful Bidder and revoke the NOA issued to the Successful Bidder. If the State Nodal Agency elects to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 31 C shall follow.
- D.** Subject to the Successful Bidder complying with Clause 31 B, the State Nodal Agency and the Successful Bidder shall execute the Insurance Contract on the date specified in the Bid Schedule or such other date notified by the State Nodal Agency. The Insurance Contract shall be executed in the form of the final execution draft provided by the State Nodal Agency under Clause 32 A.
- E.** The Successful Bidder agrees that as conditions precedent to the execution of the Insurance Contract in accordance with Clause 32 D, it shall submit executed copies of the services agreements signed by the TPA nominated by it in accordance with Clause 31 B (b). Such services agreements shall be in compliance with the provisions of the Insurance Contract.
- F.** If the State Nodal Agency is ready and willing to execute the Insurance Contract, but the Successful Bidder does not agree to execute the Insurance Contract within the time period specified in Clause 32 D or to fulfill the conditions precedent to the execution of the Insurance Contract that are specified in Clause 32 E, the State Nodal Agency may elect to grant the Successful Bidder an extension of time for the execution of the Insurance Contract or to disqualify the Successful Bidder and revoke the NOA. If the State Nodal Agency elects to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 31 C shall follow.

Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE A**  
**FORMAT OF BID APPLICATION LETTER**  
*[On letterhead of the Bidder]*

From

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

Date: *[insert date]* 2022

To

Dr. Aman Warr,  
Chief Executive Officer, Megha Health Insurance Scheme  
& Director of Health Services (MI)  
Government of Meghalaya.  
State Nodal Agency, Megha Health Insurance Scheme, Health Complex, Laitumkhrah,  
Shillong – 793003, Meghalaya

Dear Sir,

**Sub: Bid Application Letter for Implementation Megha Health Insurance Scheme and Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (MHIS 5) in the State of Meghalaya**

With reference to your Request for Proposals dated 16<sup>th</sup> April 2022 we, *[insert name of Bidder]*, wish to submit our Bid for the award of the Insurance Contract for the implementation of **Megha Health Insurance Scheme and Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (MHIS 5)** in the State of Meghalaya. Our details have been set out in Annex 1 to this Letter.

We hereby submit our Bid Application Letter, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.

1. We acknowledge that the Department of Health & Family Welfare, Government of Meghalaya or any other person nominated by the Government of Meghalaya (the **State Nodal Agency**) will be relying on the information provided in the Bid Application Letter and the documents accompanying such Bid Application Letter for determining whether we are an Empanelled Bidder. We certify that all information provided in the Bid Application Letter is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Bid Application Letter are original copies.
2. We shall make available to the State Nodal Agency any clarification it may find necessary or require to supplement or authenticate the Bid Application Letter.
3. We acknowledge the right of the State Nodal Agency to reject our Bid Application Letter or not to declare us as an Empanelled Bidder 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 law, our right to challenge the same on any account whatsoever.
4. We represent, warrant and undertake that:
  - (a) We meet the criteria laid down by the Ministry of Health and Family Welfare; Government of India issued for the implementation of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana. We satisfy the qualification criteria and meet all the requirements as specified in the Tender Documents.
  - (b) We have examined and have no reservations to the Tender Documents and all Addenda issued by the State Nodal Agency.
  - (c) We have read the Tender Documents for the Award of the Insurance Contract for implementation of MHIS 5 and AB-PMJAY. We explicitly accept the terms of the revised draft of the Insurance Contract that has been issued by the State Nodal Agency in accordance with Clause 10 B and all Addenda to the Tender Documents, and shall seek no material deviations from or make material reservations to or otherwise seek to materially negotiate the terms of the final draft of the Insurance Contract, if declared as the Successful Bidder.
  - (d) We are registered with the IRDA to undertake the general insurance (including health insurance) business in India and we hold a valid registration as on the date of submission of this Bid.
  - (e) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of the Tender Documents, the Bidding Process or the award of the Insurance Contract for the implementation of MHIS 5 and AB-PMJAY. Further, we have taken steps to ensure that in conformity with the provisions of Clause 6, no person acting for us or on our

- behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice after the date of this Bid.
- (f) We are submitting this Bid individually and not as part of a consortium.
  - (g) [We have not been black-listed or been declared as ineligible to bid for government sponsored health insurance schemes by the IRDA or the NHA or any other government entity.]/[[The IRDA]/[ NHA]/[insert name of government entity] black-listed and declared us ineligible to bid for government sponsored health insurance schemes, but such black-listing is not in subsistence as on the Bid Due Date.]/[[The IRDA]/[ NHA]/[insert name of government entity] has black-listed and declared us ineligible to bid for government sponsored health insurance schemes and such black-listing continues as on the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the third option is chosen, please provide details of the black-listing in Annex 1 to this Letter.]*
  - (h) [We have maintained the required solvency margin and the required solvency ratio under the Insurance Laws in the financial year immediately preceding the Bid Due Date.]/[We have not maintained the required solvency margin and the required solvency ratio under the Insurance Laws in the financial year immediately preceding the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such non-compliance in Annex 1 to this Letter.]*
  - (i) [We are in compliance with all Insurance Laws and do not face any inquiry or proceeding for the suspension or cancellation of our registration and we are not in breach of any condition that can attract such suspension or cancellation of our registration.]/[We are facing inquiry(ies) or proceeding(s) for the suspension or cancellation of our registration with the IRDA.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such non-compliance, inquiries or proceedings in Annex 1 to this Letter.]*
  - (j) [We have not been found or deemed to be insolvent in accordance with the Insurance Laws on or prior to the Bid Due Date.]/[We have been found or been deemed to be insolvent in accordance with the Insurance Laws on or prior to the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such insolvency in Annex 1 to this Letter.]*
  - (k) [We have not failed to perform any contract for the implementation of a government sponsored health insurance scheme, as evidenced by the imposition of a penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against us, in the 3 years immediately prior to the Bid Due Date.]/[We have failed to perform a contract(s) for the implementation of government sponsored health insurance scheme(s), as evidenced by the imposition of a penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against us, in the 3 years immediately prior to the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such insolvency in Annex 1 to this Letter.]*
  - (l) [We have not been expelled from a contract for the implementation of a government sponsored health insurance scheme by any government or government instrumentality, in the 3 years immediately prior to the Bid Due Date.]/[We have been expelled from a contract for the implementation of a government sponsored health insurance scheme by any government or government instrumentality, in the 3 years immediately prior to the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such insolvency in Annex 1 to this Letter.]*
  - (m) [We have not had any contract for the implementation of a government sponsored health insurance scheme terminated by any government or government instrumentality for breach by us, in the 3 years immediately prior to the Bid Due Date.]/[We have had a contract(s) for the implementation of a government sponsored health insurance scheme terminated by any government or government instrumentality for breach by us, in the 3 years immediately prior to the Bid Due Date.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such insolvency in Annex 1 to this Letter.]*
  - (n) [We do not suffer from a Conflict of Interest in terms of Clause 7 E of the RFP.]/[We suffer from a Conflict of Interest in terms of Clause 7 E of the RFP.] *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such insolvency in Annex 1 to this Letter.]*
  - (o) The Tender Documents and all other documents and information that are provided by the State Nodal Agency to us are and shall remain the property of the State Nodal 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 Nodal Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
  - (p) The State Nodal Agency is not obliged to return the Bid or any part thereof or any information provided along with the Bid, other than in accordance with provisions set out in the Tender Documents.
  - (q) 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 Nodal Agency. We have accepted the risk of inadequacy of, incomplete information, error or mistake in the information provided in the Tender Documents and any other information made available by or on behalf of the State Nodal Agency.
  - (r) We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the Insurance Contract.
  - (s) Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Nodal 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 Nodal Agency or a ground for termination of the Insurance Contract.
  - (t) Our Bid shall be valid for a period of 180 days from the Bid Due Date (excluding the Bid Due Date).

5. We acknowledge and declare that the State Nodal Agency is not obliged to return the Technical or Financial Bid or any part thereof or any information provided along with the Technical and Financial Bid, other than in accordance with the provisions set out in the Tender Documents.
6. 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 Nodal Agency of the same immediately.
7. We undertake that if we are selected as the Successful Bidder we shall:
  - a Sign and return an original copy of the NOA to the State Nodal Agency within 3 days of receiving the NOA, as confirmation of our acceptance of the NOA and of the terms of the revised draft Insurance Contract issued by the State Nodal Agency, in accordance with Clause 31 B of the RFP.
  - b Provide information regarding the qualifications of the appointed TPA and any Service Provider proposed to be appointed by us, within 3 days of receiving the NOA, in accordance with Clause 31 B of the RFP.
  - c Not seek to materially negotiate or seek any material deviations from the final execution draft of the Insurance Contract provided to us by the State Nodal Agency in accordance with Clause 32 of the RFP.
  - d Execute the Insurance Contract with the State Nodal Agency on the date specified in the Bid Schedule, in accordance with Clause 32 D of the RFP.
  - e Enter into Services Agreements with the appointed TPA and submit redacted copies of such Services Agreements on or before the date of execution of the Insurance Contract, in accordance with Clause 32 E of the RFP.

If at any time after the appointment of the appointed TPA , if the intermediaries are found not to: comply with the minimum qualification criteria specified in the Insurance Contract; or be performing their obligations under the relevant Services Agreement in a manner that is satisfactory or that achieves the objectives of MHIS 5 and AB-PMJAY, we shall promptly substitute such intermediary with another intermediary whose qualifications are greater than or equal to those prescribed in the Insurance Contract.
  - f We shall adhere to and comply with the terms and conditions of the Insurance Contract of MHIS 5 and AB-PMJAY including all Addenda, Annexure and Appendices.
8. 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 Bid or question any decision taken by the State Nodal Agency in connection with the evaluation of the Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Insurance Contract and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexure and Appendices.
10. We have studied the Tender Documents (including all the Addenda, Annexure and Appendices) and all the information made available by or on behalf of the State Nodal Agency carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Nodal Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.

We agree and release the State Nodal Agency and its employees 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 law 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.
11. 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 Nodal Agency if the Insurance Contract is not awarded to us or our Technical and Financial Bid is not opened

Dated: 16<sup>th</sup> APRIL 2022

or found to be substantially non-responsive.

12. 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 Shillong will have exclusive jurisdiction in the matter.
13. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

In witness thereof, we submit this Bid Application Letter under and in accordance with the terms of the Tender Documents.

Dated this [insert] day of [insert month] 2022

[signature] \_\_\_\_\_

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

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

**ANNEX 1  
DETAILS OF THE BIDDER**

1.
  - (a) Name:
  - (b) Address of the corporate headquarters and its branch office(s), if any:
  - (c) Date of incorporation and/or commencement of business:
  - (d) Corporation Identification Number
  - (e) PAN
  - (f) Name and contact details of Branch Head in the State.
  - (g) Address and contact number of its branch office in the State, if any.
  
2. Details of authorized signatory who will serve as the point of contact/communication for the State Nodal Agency:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-mail Address:
  - (g) Fax Number:
  
3. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-mail Address:
  - (g) Fax Number:
  
4. A statement by the Bidder disclosing whether it has been black-listed by the IRDA, the NHA or any other government entity and declared ineligible to bid for government sponsored health insurance schemes.  
  
If the Bidder has been black-listed by the IRDA, please provide brief details of such black-listing, including the date on which the Bidder was black-listed, the term for which it was black-listed and the reasons for its black-listing (Attach extra sheets, if necessary): [*Note. If this is not applicable, please state "Not applicable".*]
  
5. A statement by the Bidder disclosing whether it has failed to maintain the required solvency margin and the required solvency ratio under the Insurance Laws in the financial year immediately preceding the Bid Due Date.

If the Bidder has failed to comply with these requirements of the Insurance Laws, please provide brief details of such failure, the action taken by the IRDA against it (including any condonation) and the reasons for such failure (Attach extra sheets, if necessary): *[Note. If this is not applicable, please state "Not applicable".]*

6. A statement by the Bidder disclosing whether it has failed to comply with the applicable Insurance Laws and/or whether it is facing any inquiry or proceeding for the suspension or cancellation of its registration with the IRDA.

If the Bidder has failed to comply with the applicable Insurance Laws or if it is facing inquiries or proceedings for suspension or cancellation of its registration or if it has been suspended or its registration has been cancelled, please provide brief details of such inquiries, proceedings, suspension or cancellation, the nature thereof and the term of such suspension or cancellation (Attach extra sheets, if necessary): *[Note. If this is not applicable, please state "Not applicable".]*

7. A statement by the Bidder disclosing whether it has been found to be or deemed to be insolvent in accordance with the Insurance Laws.

If the Bidder has been found to be or is deemed to be insolvent in accordance with the applicable Insurance Laws, please provide brief details of such insolvency and the date from which it has been found or deemed insolvent (Attach extra sheets, if necessary): *[Note. If this is not applicable, please state "Not applicable".]*

8. A statement by the Bidder disclosing whether it has:
- a failed to perform any contract for the implementation of a government sponsored health insurance scheme, as evidenced by the imposition of a penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against it; or
  - b been expelled from a contract for the implementation of a government sponsored health insurance scheme by any government or government instrumentality; or
  - c had any contract for the implementation of a government sponsored health insurance scheme terminated by any government or government instrumentality for breach by it,

In the 3 years immediately prior to the Bid Due Date.

If any of these Eligibility Criteria are breached by the Bidder, please provide brief details of such failure to perform, termination or its being expelled along with details of such contract(s) and the counter-parties to such contract(s) (Attach extra sheets, if necessary): *[Note. If this is not applicable, please state "Not applicable".]*

9. A statement by the Bidder disclosing whether it suffers from a Conflict of Interest in terms of Clause 7 E of the RFP.

If the Bidder suffers from a Conflict of Interest in terms of Clause 7 E of the RFP, please provide in brief the reasons for such Conflict of Interest (Attach extra sheets, if necessary): *[Note. If this is not applicable, please state "Not Applicable".]*

**ANNEX 2**  
**CHECK LIST OF DOCUMENTS SUBMITTED AS PART OF THE BID**

S No.	Document	Annexure / Clause Reference	Document Submitted (Yes/No)
1	Bid Application letter (With Annex 1 and 2)	Annexure A	
2	Authority Letter in favour of the authorised signatory	Annexure B	
3	Actuary Certificate	Annexure C	
4	List of medical or surgical procedures or day care procedures in addition to those set out in Schedule 2 & 3 of the tender documents (if any)	Annexure D	
5	Financial Bid	Annexure E	
6	Undertaking regarding Compliance with terms of the scheme	Annexure F	
7	Undertaking to use only Third-Party Administrators, Other Service Providers and similar agencies that fulfil the criteria specified in the Tender Documents	Annexure G	
8	True certified copies of the registration granted by the IRDAI & and last three years' receipt of renewal of registration with IRDA.	Annexure H	
9	True certified copies which provide proof that the Insurance Company has group health insurance policy (excluding personal accident or travel cover) covering at least 50,000 families in any two of the last three completed financial years.		
10	Last three years "audited Balance Sheet and Profit and Loss Statement with Auditors" Report.		
11	Memorandum of Association and Article of Association of Company.		
12	True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance of at least Rs. 100 crores in each of the last three completed financial years.		



Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE B**  
**FORMAT OF AUTHORITY LETTER**  
**[On letterhead of the Bidder]**

From

[Name of CGM/GM/Executive Director/Vice President of Bidder] [Insert designation]  
[Name of Bidder]  
[Address of Bidder]

Date: [insert date] 2022

To

Dr. Aman Warr,  
Chief Executive Officer, Megha Health Insurance Scheme  
& Director of Health Services (MI)  
Government of Meghalaya.  
State Nodal Agency, Megha Health Insurance Scheme, Health Complex, Laitumkhrach,  
Shillong – 793003, Meghalaya

Dear Sir,

**Sub: Authority Letter in favour of [insert name of authorized signatory] for submitting Bid on behalf of [insert name of Bidder] for implementation of the Megha Health Insurance Scheme and Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (MHIS 5)**

[insert name of the Bidder and registered office address] wishes to submit a bid in response to the Request for Proposals dated 16<sup>th</sup> April 2022 issued by the Department of Health & Family Welfare, Government of Meghalaya for the implementation of Megha Health Insurance Scheme and Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (MHIS 5) (the **State Nodal Agency**).

I, Mr./Ms. [insert name] in my position as [insert designation of authorizing person] and acting on behalf of [insert name of Bidder], do hereby appoint and authorize Mr./Ms. [insert name of authorized signatory], who is presently employed with us and holding the position of [insert designation of authorized signatory], to submit a Bid in accordance with the Tender Documents on behalf of [insert name of Bidder] as the authorized signatory of [insert name of Bidder].

Mr./Ms. [insert name of authorized signatory] is hereby authorized to act on behalf of [insert name of Bidder] and do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the award of the Insurance Contract by the State Nodal Agency for the implementation of MHIS 5 in the State of Meghalaya, including but not limited to: signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Meeting, and providing information or responses to queries received from the State Nodal Agency, representing us in all matters before the State Nodal Agency, signing and execution of the Insurance Contract and all other contracts, documents and undertakings consequent to acceptance of our Bid, and generally dealing with the State Nodal Agency in all matters in connection with or relating to or arising out of our Bid for the award of the Insurance Contract for the implementation of MHIS 5 and until the execution of the Insurance Contract with the State Nodal Agency, if we are selected as the Successful Bidder.

I, acting on behalf of [insert name of Bidder], agree to ratify and confirm all acts, deeds and things done or caused to be done by Mr./Ms. [insert name of authorized signatory] pursuant to and in exercise of the powers conferred by this Authority Letter and that all acts, deeds and things done by him/her in exercise of the powers hereby conferred shall and shall always be deemed to have been done on behalf of [insert name of Bidder].

Yours' sincerely,

For and on behalf of [insert name of Bidder]

.....  
[Signature, name, designation and address of CMD/GM/Director/Executive Director/Vice President of Bidder]

Accepted by

.....

[Signature of the Authorized Signatory]

[Name, Title and Address of the Authorized Signatory]

**INSTRUCTIONS:**

- *The Bidder should submit with the Bid and for verification, the true certified copy of the relevant extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney that authorizes the CMD/GM/Director/Executive Director/Vice President or any other person authorized to make decisions on behalf of the Bidder and to delegate authority.*
- *If the authorised signatory is not being directly authorised by the CMD/GM/Director/Executive Director/Vice President of the Bidder, then the Bidder must submit documentary evidence to prove the whole chain of authority ending in the authorised signatory.*
- *It shall not be mandatory for the Bidder to submit this Letter of Authority, if the CMD/GM/Director/Executive Director/Vice President or other person authorised to make decisions on behalf of the Bidder is also the authorised signatory, provided that the authority in favour of such person covers all of the subjects in the format of the Letter of Authority.*

Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE C**  
**FORMAT OF ACTUARIAL CERTIFICATE**  
**[On the letterhead of the Bidder/Appointed Actuary as relevant]**

From

[Name of Appointed Actuary] [Designation]  
[Address of Bidder/Appointed Actuary's firm, as relevant]

Date: (insert date) 2022

To

Dr. Aman Warr,  
Chief Executive Officer, Megha Health Insurance Scheme  
& Director of Health Services (MI)  
Government of Meghalaya.  
State Nodal Agency, Megha Health Insurance Scheme, Health Complex, Laitumkhrah,  
Shillong – 793003, Meghalaya

Dear Sir,

Sub: Actuarial Certificate in respect of Premium quoted by [insert name of Bidder] in its Financial Bid dated [insert date]  
I, [insert name of Appointed Actuary], am a registered actuary under the laws of India and am licensed to provide actuarial services.

[Insert name of Bidder] (the Bidder) is an insurance company engaged in the business of providing general insurance (including health insurance) services in India for the last \*●+ years. \*I have+/\*My firm has+ been appointed by the Bidder as its Appointed Actuary in accordance with the IRDA (Appointed Actuary) Regulations, 2000. [Note. Choose the correct option.]

I understand that the Bidder will submit its Bid for the implementation of Megha Health Insurance Scheme and Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (MHIS 5) in the State of Meghalaya.

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

- (a) I have: (i) read the Tender Documents for Award of the Insurance Contract for the implementation of MHIS 5; and (ii) full knowledge of the Bid Application Letter and the Financial Bid being submitted by the Bidder.
- (b) The rates, terms and conditions of the Insurance Contract and the Premium being quoted by the Bidder in the Financial Bid for the proposed Covers under MHIS 5 have been determined on a technically sound basis, are financially viable and sustainable on the basis of information and claims experience available in the records of the Bidder and the Bidder's independent investigations and studies.
- (c) The Premium quoted by the Bidder in its Financial Bid is in compliance with its underwriting and rating policy approved by the Board of Directors of the Bidder.
- (d) The Bidder is in compliance with all Insurance Laws and has maintained the required solvency margin and the required solvency ratio under the Insurance Laws in the financial year immediately preceding the Bid Due Date.
- (e) The Bidder has not been found to be or deemed to be insolvent and is not facing any liquidation or insolvency proceedings as on the Bid Due Date.
- (f) The following assumptions have been taken by the Bidder while calculating the Premium for the proposed Covers under the Insurance Contract:
  - (i) Pure Claim Ratio: [insert] %
  - (ii) Administrative Cost per Beneficiary Family Unit: [insert] %

[Note. The assumptions above should be provided as a percentage of the total Premium quoted by the Bidder in its Financial Bid.]

The above assumptions are the only assumptions that the Bidder has taken to calculate the Premium quoted by it in its Financial Bid. These assumptions are reasonable and the Premium per Beneficiary Family Unit that have been quoted by the

Dated: 16<sup>th</sup> APRIL 2022

Bidder in its Financial Bid are fair.

(g) The statements made by the Bidder in the Bid Application Letter are true and correct.

At [insert place]

Date: [insert date] 2022

---

**The Appointed Actuary on behalf of [insert name of Bidder]**

[Name] [title]

**ANNEXURE D**  
**FORMAT FOR PROVIDING LIST OF ADDITIONAL PACKAGES AND PACKAGE RATES**

Serial No.	Condition / Procedure	Average Length of Stay	Package Rate

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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

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

Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE E**  
**FORMAT OF FINANCIAL BID**  
*[On letterhead of the Bidder]*

From

*[insert name of Bidder] [Insert address of Bidder]*

Date: *[insert date]* 2022

To

Dr. Aman Warr,  
Chief Executive Officer, Megha Health Insurance Scheme  
& Director of Health Services (MI)  
Government of Meghalaya.  
State Nodal Agency, Megha Health Insurance Scheme, Health Complex, Laitumkrah,  
Shillong – 793003, Meghalaya

Dear Sir,

**Sub: Financial Bid for the implementation of Megha Health Insurance Scheme and Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (MHIS 5) in the State of Meghalaya**

With reference to your Request for Proposals dated 16<sup>th</sup> April 2022, we, *[insert name of Bidder]*, wish to submit our Financial Bid for the award of the Insurance Contract for the implementation of Megha Health Insurance Scheme and Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (MHIS 5) in the State of Meghalaya.

We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.

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.

1. We are quoting the following Premium per Beneficiary Family Unit for the first Policy Cover Period as follows:

Cover	Premium Component	Insured Amount	Premium per Target/Identified Beneficiary Family Unit (In figures Only)	Premium per Target/Identified Beneficiary Family Unit (In words Only)
A	Premium for an Insurance Cover of ₹ 5,00,000 per family per policy year for MHIS & PMJAY eligible category per Beneficiary Family Unit	Premium for Insurance cover of ₹ 5,00,000 per family per policy year for eligible MHIS category for meeting expenses of hospitalization for Secondary, Tertiary and OPD care, and Premium for Insurance coverage of ₹ 5,00,000 per family per policy year for PMJAY category for meeting expenses of hospitalization for Secondary & Tertiary care.	Rupees [insert sum in figures only]	Rupees [insert sum in words only]
B	Premium for Insurance Cover of ₹ 30,000 per family per policy year for PMJAY eligible per Beneficiary Family Unit	Premium for Insurance cover of ₹ 30,000 per family per policy year for PMJAY eligible category for meeting expenses under OPD care.	Rupees [insert sum in figures only]	Rupees [insert sum in words only]
TOTAL A+B			Rupees [insert sum in figures only]	Rupees [insert sum

Note: An Additional Premium for ₹ 30,000/- OPD cover for the PMJAY eligible households should be calculated at 2% of the premium quoted at A.

*[Note to Bidders: The Bidders are required to quote the Premium up to two decimal points.]*

Dated: 16<sup>th</sup> APRIL 2022

We make the above offer in relation to the Premium to be charged for: the Insurance Coverage for the Secondary, Tertiary/Critical Illness and OPD Care/OPD Diagnostic Care to be provided to each target/identified Beneficiary Family Unit; under Megha Health Insurance Scheme and Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (MHIS 5), after taking into consideration all the terms and conditions stated in the Tender Documents, including the draft of the Insurance Contract issued in accordance with Clause 10 B and all Addenda issued by the State Nodal Agency, our own costs and all the conditions that may affect the Bid.

2. We acknowledge, confirm and undertake that:

- (a) All of our representations, warranties and undertakings made in our Bid Application Letter are hereby reiterated and apply to this Financial Bid.
- (b) The Premium quoted by us, is inclusive of all costs, expenses, service charges, taxes, overheads and profits (including the costs of the issuance of the e- Cards/ Paper Card); but excluding service tax payable in respect of such Premium.
- (c) The Premium quoted by us is valid for all the Beneficiary Family Units in all the districts of the State of Meghalaya.
- (d) The terms and conditions of the Tender Documents and the Premium being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially viable and in accordance with our underwriting policy and is sustainable on the basis of information and claims experience available in our records.
- (e) The Premium quoted by us has taken into account the information regarding claims utilization and other relevant information provided in accordance with Clause 4 F of the RFP.
- (f) We are in compliance with the required solvency margins required to be maintained as prescribed by the IRDA from time to time.
- (g) We have put in place an adequate system for collection of data on the Premiums and claims based on every rating factor that will enable review of the rates and terms of cover from time to time.
- (h) The State Nodal Agency is not bound to select the lowest ranked or any Bidder as the Successful Bidder and that the State Nodal Agency may decide to annul the Bidding Process.
- (i) If we are declared as the Successful Bidder, we will be required to provide health insurance services in all the districts of the State of Meghalaya. Accordingly, the Premium quoted by us shall apply for providing health insurance cover to all the Beneficiary Family Units that are registered and identified in each of all the districts of the State of Meghalaya for each Policy Cover Period during the Term of the Insurance Contract. We shall not be entitled to seek or claim any change in the Premium for any district except in accordance with the express terms of the Insurance Contract.

In witness thereof, we submit this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this [insert] day of [insert month] 2022

\_\_\_\_\_  
[signature]

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

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

Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE F**  
**FORMAT OF UNDERTAKING REGARDING COMPLIANCE WITH TERMS OF SCHEME**  
[On letterhead of the Bidder]

From  
[Name of Bidder]  
[Address of Bidder]

Date: [insert date], 2022

To  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Megha Health Insurance Scheme and Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana (MHIS 5).

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for Award of Contract(s) for the implementation of the Megha Health Insurance Scheme and Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (MHIS 5).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and comply with the terms of the Scheme as set out in the Tender Documents and the Contract(s).

Dated this        day of, 2022

[signature]

In the capacity of  
[position]

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



Dated: 16<sup>th</sup> APRIL 2022

**ANNEXURE G**  
**UNDERTAKING REGARDING USE OF THIRD-PARTY ADMINISTRATORS AND SIMILAR AGENCIES**  
[On letterhead of the Bidder]

From  
[Name of Bidder]  
[Address of Bidder]

Date: [insert date], 2022

To  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sub: Undertaking Regarding Appointment of Third-Party Administrators and Similar Agencies/Intermediaries.

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for Award of Contract(s) for the implementation of the Megha Health Insurance Scheme and Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (MHIS 5).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only appoint those Third-Party Administrators and similar agencies that meet the criteria specified in the Tender Documents for appointment of Third-Party Administrators and similar agencies/intermediaries.

Dated this        day of, 2022

[Signature]

In the capacity of  
[Position]

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

**ANNEXURE H**  
**List of Supporting Documents**

- a. True certified copies of the registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years receipt of renewal of registration with IRDA: marked as Clause 20 B (i).
- b. Last three years "audited Balance Sheet and Profit and Loss Statement with Auditors" Report: marked as Clause 20 B (ii).
- c. Memorandum of Association and Article of Association of Company marked as Clause 20 B (iii).
- d. True certified copies which provide proof that the Insurance Company has a group health insurance policy (excluding personal accident or travel cover) covering at least 50,000 families for any two of the last three completed financial years: marked as Clause 20 B (iv).
- e. True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 100 crores in India in each of the last three completed financial years: marked as Clause 20 B (v).