

**Request for Proposal for Selection of
TPA for claim processing of beneficiary
families of AB-MGRSBY in Rajasthan**

**Last Date for Submission of Proposal
07th December, 2019 at 04:00 pm**

**Rajasthan State Health Assurance Agency
Government of Rajasthan**

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This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Proposals) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Scheme. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, 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 this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Proposal Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from Bidder reliance upon any of the statements contained in this RFP.

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

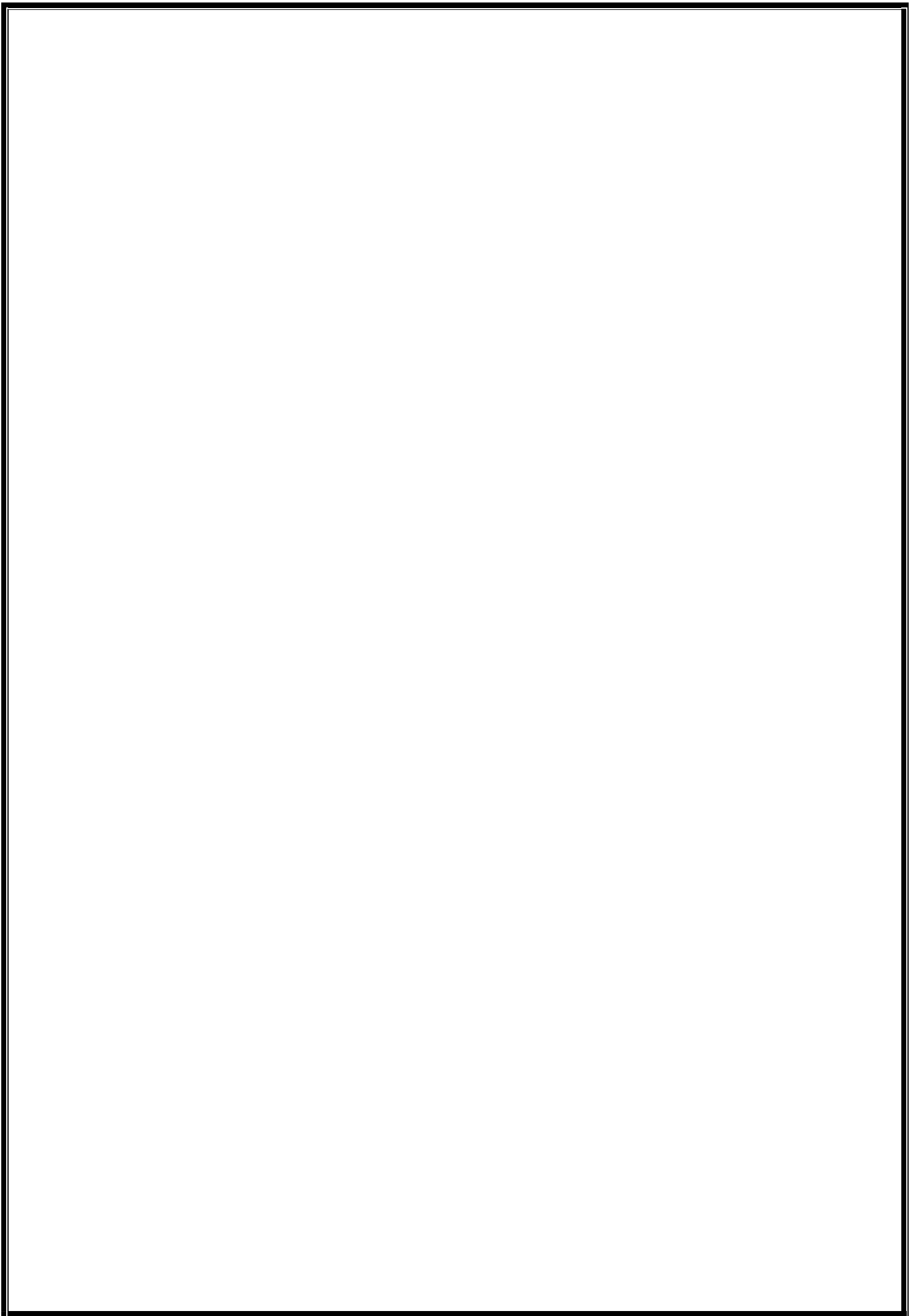
The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Scheme and the Authority reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

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

INVITATION OF PROPOSAL

Name and Address of the Procuring Entity	- Name: Rajasthan State Health Assurance Agency through Chief Executive Officer. - Address: Ground Floor, Swasthya Bhawan, Tilak Marg, Jaipur- 302050
Name and Address of the Project Officer In-charge	- Name: Sh. Naresh Kumar Thakral - Designation: CEO, RSHAA - Address: Swasthya Bhawan, Tilak Marg, Jaipur- 302050 - E-Mail:-bsbyraj@yahoo.com, sno2.bsbyraj@gmail.com,
Nature of RFP	Request for Proposal for selection of TPA for claim processing of beneficiary families of Ayushman Bharat-Mahatma Gandhi Rajasthan Swasthya Bima Yojana (AB-MGRSBY) in Rajasthan
Bid Procedure	Single Stage: Two part open competitive eBid procedure through http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) i.e. lowest-1 (L1) method
Websites for downloading the bidding document, corrigendums, addendums etc.	- websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, www.rajswasthya.nic.in. - Document Fee: Rs. 10,000/- (Rupees ten thousand) in form of Demand Draft/Banker's Cheque/NEFT in favor of CEO, RSHAA payable at Jaipur on or before opening of proposal. - RISL processing fee: Rs. 1000.00 (one thousand only) in form of Demand Draft/Banker's Cheque in favor of MD, RISL payable at Jaipur.
Estimated Cost of Project	Rupees 50.00 lakhs (Fifty Lakhs only).
Eligibility to bid	- For the purpose of this Tender Document, eligible Bidders shall mean - The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or

	2013, in India. • The Bidder should be registered with the IRDAI as TPA for at least last three completed financial years. • Having Average Annual Turnover of Rs 20.00 Crores in the previous three (3) financial years; • Having experience of handling at least 50,000 health claims during the last financial year; • Having experience in processing medical claims of not less than Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years. • The Bidder should unconditionally accept the terms and conditions of this Tender Document.
Period of Project	• Initially for a period of two months and extendable for another one month. Start date of project is 13.12.19.
Bid Security and mode of payment	• Amount (INR): Rs. 1,00,000/- Lakh (one Lakh) in form of Demand Draft/Banker's Cheque/RTGS in favor of CEO, RSHAA payable at Jaipur.
Period of sale of bidding documents (Start/End Date)	• From: 04/12/19 04:00 pm • to 07/12/19 up to 04:00 pm
Manner, Start/End Date for the submission of bids	• e_Bid • From: 04/12/19 04:00 pm • to 07/12/19 up to 04:00 pm
Submission of Banker's Cheque/Demand Draft/RTGS for RFP cost, Bid Security and Processing Fee	• 07/12/19 up to 06:00 pm
Date/ Time/Place of opening of Technical Proposal	• 08/12/19 11:00 am
Detail for RTGS (if applicable)	• Bank Name – HDFC Bank • IFSC Code –HDFC0001585 • A/C No. – 50100252362032 • A/C Holder Name – Rajasthan State Health Assurance Agency.



Contents

S. No.	Contents		Page No.
1	Introduction		
	1.1	Background	1
	1.2	Title	1
	1.3	Definitions	1
	1.4	Objectives	3
	1.5	Scope of the Scheme	3
	1.6	Contract for processing	3
	1.7	Duration of the Contract	4
	1.8	Hospitals to be covered under the Scheme	4
	1.9	Beneficiary and Eligibility	4
	1.10	Corpus fund	4
	1.11	Implementation of the Scheme	4
	1.12	Enrolment Process	5
	1.13	Claim Processing	6
	1.14	Minimum Document Protocol	7
	1.15	Re-Opening and settlement of rejected claims	7
	1.16	Monitoring of Scheme	7
	1.17	IT platform	7
	1.18	Back up of data	7
	1.19	HR by TPA for Scheme	8
	1.20	Swasthya Margdarshaks	8
	1.21	Payment of Processing fee	8
	1.22	Penalty clause	8
	1.23	Performance Monitoring	9
	1.24	Brief description of bidding process	9
	1.25	Schedule of Bidding process	10
2	Instructions to Proposers		
	A	General	
	2.1	General terms of Bidding	11
	2.2	Eligibility of Applicants	15

	2.3	Acknowledgement by Applicant	15
	2.4	Cost of Bidding	17
	2.5	Site visit and verification of information	18
	2.6	Verification and Disqualification	19
	B	Documents	
	2.7	Contents of the RFP	20
	2.8	Clarifications	20
	2.9	Amendment of RFP	21
	C	Preparation and Submission of Proposals	
	2.10	Format and Signing of Proposals	21
	2.11	Submission of Proposals through e-portal	21
	2.12	Proposal Due Date	22
	2.13	Late Proposals	23
	2.14	Contents of the Proposal	23
	2.15	Rejection of Proposal	23
	2.16	Validity of Proposal	23
	2.17	Confidentiality	24
	2.18	Correspondence with the Bidder	24
3		Evaluation of Proposals	
	3.1	Opening and Evaluation of Proposals	25
	3.2	Tests of responsiveness	26
	3.3	Selection of Proposer	26
	3.4	Contacts during Proposal Evaluation	27
4		Fraud and Corrupt Practices	28
5		Pre-Proposal Conference	29
6		Miscellaneous and General Conditions of Contract	30
6.6		Terms and Conditions	31
6.7		Disputes	31
6.8		Arbitration	32
6.9		Breach	32
6.10		Termination	32

6.11	Force Majeure	33
6.12	Enabling Clause	33
6.13	Indemnity	33
6.14	Compliance with existing Laws	33
	Appendices	
I	Letter comprising the Proposal (Annexure-1)	34
II	Financial Proposal for Bhamashah Swasthya Bima Yojana(Annexure-2)	39
III	Power Of Attorney For Signing Of Proposal (Annexure-3)	40
VI	Details of Technical Eligibility(Annexure-4)	42
A	Compliance with the Code Of Integrity and No Conflict Of Interest	44
B	Declaration by the Proposer regarding Qualifications	45
C	Grievance Redressal during Procurement Process	46
D	Additional Conditions of Contract	59
E	Annexure E: Declaration as per rule 42 (3) of RTPP Rules 2013	50

State Health Assurance Agency
Government of Rajasthan

1. INTRODUCTION

1.1 Background

The Governor of Rajasthan acting through Additional Chief Secretary, Medical, Health and Family Welfare, Government of Rajasthan through Rajasthan State Health Assurance Agency (the “**Authority**”) and having its office at Government Secretariat, Jaipur - 302005 is engaged in the delivery of Medical and Health services and as part of this endeavour, is adopting an implementing Ayushman Bharat-Mahatma Gandhi Raajasthan Swasthya Bima Yojana (AB-MGRSBY) for the specified residents of Rajasthan on the terms specified and has therefore, decided to carry on the process for selection of a Third Party Administrator (TPA) whom the Scheme may be awarded through bidding from 13th December, 2019. The scope of work will broadly include processing of claims including pre_authoriation pertaining to AB-MGRSBY Beneficiary Family Units (A family who is covered under National Food Security Act 2013 and / or eligible family falling in Socio Economic Caste Census (SECC) of selected categories) in accordance with the provisions of the Insurance agreement.

1.2 Title

The Scheme shall be called the " Ayushman Bharat - Mahatma Gandhi Raajasthan Swasthya Bima Yojana (AB-MGRSBY)".

1.3 Definitions

In this RFP, unless the context otherwise required:

1.3.1 "Bed Strength" means number of beds for which Pollution Control Board has granted certificate to private hospital or private hospital has applied for certificate to be issued by the Pollution Control Board before applying for empanelment under Bhamasha Swasthya Bima Yojana (BSBY). For Government hospital bed strength means number of beds sanctioned by the Government for that Hospital.

1.3.2 "Disease Package/ Procedures" these are the packages listed under General illnesses, critical illnesses and procedures reserved for Government/ Private Institutions category as per Ann.5(A) & 5(B) to be treated cashless.

1.3.3 "Eligible family" Family Units (A family who is covered under National Food Security Act 2013 and / or eligible family falling in Socio Economic Caste Census (SECC) of selected categories) Beneficiary means a member of the AB-MGRSBY Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat – Mahatma Gandhi Rajasthan SwasthayaBimaYojana. Referred to as AB-MGRSBY Beneficiary henceforth in the document.

Beneficiary Family Unit or AB-MGRSBY Beneficiary Family Unit refers to a family who is covered under National Food Security Act 2013 and/or eligible family of AYUSHMAN BHARAT- PRADHAN MANTRI JAN AROGYA YOJNA from the eligible categories of Socio-Economic Caste Census (SECC) which are resident of Rajasthan and have linked their eligibility with the identity card as decided by GoR shall be considered as eligible for benefits under the Scheme and be automatically covered under the Scheme.

1.3.4 "Empanelled Hospital" means any **govt and** private institution established for inpatient medical care with sufficient facilities for the disease treatment and surgeries and empanelled under the Scheme by the TPA as per the Empanelment Guidelines.

1.3.5 "Family" includes each and every person whose name is included in Identity Card of that eligible family and also includes new born child of that family up to the age of one year without his name in the Identity Card. New borne will be identified by her Mother's Name/TID.

1.3.6 "Government" means Government of Rajasthan.

1.3.7 "Government Hospital" means hospitals run by the Govt not below the level of CHC and includes Govt. Hospital running under PPP mode.

1.3.8 "Guidelines" means various guidelines to be issued/ issued by Government/RSHAA from time to time for smooth running of the Scheme.

1.3.9 "Identity card" means Bhamashah Card or Bhamashah or Enrolment slip **new name JAN Aadhar Card or enrolment slip of Jan Aadhar Card**

1.3.10 "TPA" means the Third Party Administrator (TPA) selected under this RFP engaged by the RSHAA for the purpose of claim processing services for eligible families.

1.3.11 "Minimum Document Protocols" (MDP) are the necessary documents to be submitted by the network hospital to the **TPA** for processing pre-auth / claims.

1.3.12 “Network Hospital” means the Government and Private hospitals which are authorised to provide services under the Scheme.

1.3.13 “RSHAA or SHAA” means Rajasthan State Health Assurance Agency registered under Societies Act, 1958.

1.3.14 "Scheme" means the “Bhamashah Swasthya Bima Yojana” **New name is** Ayushman Bharat-Mahatma Gandhi Rajasthan Swasthya Bima Yojana (AB-MGRSBY)

1.4 Objectives

The main objective of the Scheme is to provide cashless treatment for medical and surgical packages as specified in Ann. 5(A) and 5 (B) in network hospitals to the members of any eligible family up to sum assured/ wallet limit on floater basis in a policy year. It will be the responsibility of the TPA to put in place a flawless mechanism for processing of claims which will ensure the achievement of this objective.

1.5. Scope of the Scheme.

1.5.1 The Scope of the Scheme shall be to provide cashless coverage for the treatment of procedures listed in the Scheme. The disease packages/procedures includes bed charges in General ward, Nursing and boarding charges, charges of Surgeons, Anaesthetists, Medical Practitioner, Consultant, Anaesthesia, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests etc. It also includes post hospitalisation expenses and medicines (if any) for 10 days after discharge.

1.5.2 Network Hospital will not charge any cash or kind beyond the package cost from the patient.

1.5.3 Families under the scheme are entitled per year per family for listed procedures of General Illnesses as per Annexure 5(A), and as per Annexure 5(B) for certain specified procedures with respect to Critical Illnesses.

1.5.4 Pre-existing conditions/diseases are covered for eligible families from the first day of the commencement of the policy.

1.5.5 SHAA reserves the right to reserve certain procedures for the Government /Private Hospitals and vice versa from the secondary/tertiary package list.

1.6 Contract for processing

The RSHAA shall execute an agreement with selected TPA and in pursuance to the agreement TPA shall undertake processing of claims for the beneficiary families.

1.7 Duration of Contract

The initial duration of the contract is for a period of two months from 13.12.19 and extendable for another one month subject to receipt of claims. The TPA has to process all the claims booked and submitted for these beneficiary families by the network hospitals during the duration of the contract.

1.8 Hospitals to be covered under the Scheme.

The Hospitals under the Scheme includes both Government and Private hospitals. The empanelment of private hospitals will be done by the RSHAA as per the Empanelment guidelines issued by the SHAA.

1.9 Beneficiary and Eligibility

1.9.1 Family Units (A family who is covered under National Food Security Act 2013 and / or eligible family falling in Socio Economic Caste Census (SECC) of selected categories) Beneficiary means a member of the AB-MGRSBY Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat – Mahatma Gandhi Rajasthan SwasthayaBimaYojana. Referred to as AB-MGRSBY Beneficiary henceforth in the document.

Beneficiary Family Unit or AB-MGRSBY Beneficiary Family Unit refers to a family who is covered under National Food Security Act 2013 and/or eligible family of AB-MGRSBY from the eligible categories of Socio-Economic Caste Census (SECC) which are resident of Rajasthan and have linked their eligibility with the identity card as decided by GoR shall be considered as eligible for benefits under the Scheme and be automatically covered under the Scheme.

1.9.2 The Scheme shall be implemented through Identity Card of an eligible family.

the benefit for family will be on floater basis and can be availed of individually or collectively by members of the eligible family during the policy period with no restrictions on the number of times the benefit is availed. .

1.10 Corpus Fund

In case the wallet of the beneficiary gets exhausted beyond the limit of Rs. 30,000/- and/or Rs. 3.00 lakh then extra amount required for the treatment will be paid to the network hospitals by the Insurer as per the guidelines laid down by SHAA and this extra amount will be reimbursed to the TPA at the end of every quarter from the corpus fund maintained by SHAA subject to submission of bills by Insurer.

1.11 Implementation of the Scheme.

1.11.1 The Scheme will be implemented by the Rajasthan State Health Assurance Agency, Jaipur and the Processing fee will be released by the SHAA to the TPA.

1.11.2 The TPA will establish a project office with complete hardware setup at Jaipur within 03 days of signing the agreement with the RSHAA. If TPA already has an office in Jaipur, it can be utilised provided TPA makes necessary separate arrangements for the processing purposes.

1.11.3 The TPA will deploy the required manpower within 03 days of signing the agreement. RSHAA requires only claim processing team from TPA and no other staff at district or institution level. TPA should undertake this claim processing task preferably from State Headquarters. At state level there should be one team with Single point of Contact (SPOC) which shall be responsible for dealing with RSHAA

1.11.4 The web portal of DoIT for transaction/monitoring / processing/payment and other functions of the scheme shall be mapped and be made operational within 02 days of signing of the agreement by TPA.

1.11.5 The Government of Rajasthan through IT portal will provide access to TPA for the basic profile information related to insured families for the purpose of claim processing after signing of the agreement.

1.12 Enrolment Process

All the eligible AB-MGRSBY families shall be eligible for the Scheme benefit from the first day of commencement of scheme .

1.13 Claim Processing

1.13.1 Claim Submission in case of secondary care packages

- No preauthorisation will be required.
- Claim can be submitted within 03 days of discharge but live photograph of the patient is mandatory to be taken at the time of discharge of the patient.
- Provided in exceptional cases like natural disaster or law & order situation and internet is not available then 03 days period shall be extended for affected period subject to justification to TPA about the reasons of delay at the time of submission.

- The hospital will be required to upload necessary documents as per MDP at the time of submission of the claim.
- TPA representative may physically check the hospital records at the hospital end or may advise the hospital to upload the desired documents for specific cases.
- If claim is not submitted as per clause 1.14.1.1(II) then 50% of the package cost shall be reimbursed to hospital for next 30 days. After expiry of 33 days of discharge no payment of the claim will be made to the hospital.

1.13.2 Claim Submission in case of the Tertiary care packages

- The empanelled hospital will be required to send the pre-authorization request to the TPA. In case of any emergencies, the network Hospital may fill the pre-authorization after providing the necessary life saving treatment to the beneficiary.
- The TPA will ensure that pre-authorisation approval is given within 24 hours from its submission.
- The hospital will be required to upload documents as per MDP at the time of submission of the pre-auth/claim.
- If pre-authorization confirmation is not provided by the TPA within 24 hours of the request from networked hospital and if there is no query raised by the TPA, it will be deemed to be approved. In case of query, time limit will be extended accordingly but providing two hours margin to the TPA for disposal of pre-auth request as per reply of last query.
- In case of dialysis, chemotherapy, radiotherapy and thalassemia when patient comes for second time TPA shall accord pre_ auth approval within 2 hours of request otherwise it will be taken as deemed approval. Only after pre-authorisation from the TPA, the treatment will be done on selected package/s.
- Claim can be submitted within 3 days of discharge but live photograph of the patient is mandatory to be taken at the time of discharge of the patient, this can be taken using mobile app also.
- Provided in exceptional cases like natural disaster or law & order situation and internet is not available then 3 day period shall be extended for affected period subject to justification to TPA about the reasons of delay at the time of submission.
- TPA If claim is not submitted as per clause 1.14.1.2(VI) then hospital will be approved 50% of the package cost for next 30 days. After expiry of 33 days of discharge no payment of the claim will be made to the hospital.

1.13.3 Claim approval and payments:-

- The TPA can raise queries within next 7 days of claim submission.
- All type of queries should be raised in ONE GO.
- In case of query reply, the TPA will settle the claim within 2 days of last query answered or 14 days of submission of the claim whichever is later.
- In case of multiple packages taken for the same patient in one hospitalization, highest package will be approved for @ 100% to the network hospitals and all subsequent packages will be paid @75% of the package cost. However; in case of packages related to blood transfusion or involves purely medicines/ implants will be paid in full.

1.14 Minimum Document Protocols (MDP):-

1.14.1 The network hospital will be required to upload such documents which are prescribed in minimum document protocol (MDP).

1.15 Re-Opening and settlement of rejected claims

1.15.1 RSHAA reserves the right to re-open and reconsider approval/rejection of any claim.

1.16 Monitoring of Scheme

The TPA shall furnish a daily report for the pre authorization given, pending claims and approved, procedure/speciality wise and district wise etc to the Chief Executive officer, State Health Assurance Agency in addition to the specific reports as and when required.

1.17 IT platform

1.17.1 All activities related to the scheme shall be carried out through a dedicated portal of Scheme.

1.17.2 AB-MGRSBY portal is already prepared and operational by Department of Information Technology (DoIT) having facility of online payment through Rajasthan Payment Portal (RPP).

1.18 Backup of Data:

Backup of the data is responsibility of the data centre operator in state data centre of DoIT&C.

1.19 HR by TPA for Scheme

The TPA shall ensure that proper and appropriate number of staff for proper processing of pre_authoization and claims submitted by network hospitals. Manpower to be deployed, but not limited to is following:

- i. **Processing Team** – The Processing Team ensure support to various entities that will be involved for everyday smooth functioning of the scheme along with designated Single Point of Contact (SPOC). The Processing team shall consist of sufficient qualified manpower required for claim processing so as to meet the timelines defined in this RFP/guidelines issued/to be issued by RSHAA. The Processing team shall also have IT professionals for interacting with M&H Team and DoIT&C team.
- ii. **Helpdesk for Network Hospitals:** The TPA shall deploy adequate number of helpdesk operators (24x7) for pre-auth, any queries related to claim processing.

1.20 Swasthya Margdarshaks:

In order to facilitate patient services in network hospitals, both Government and Private, a facilitator known as “Swasthya Margdarshak” (SM) is placed by the network hospital. SMs have to be available round the clock to attend patient registration, consultation, pre- authorization, discharge and follow-up. .

1.21 Payment of Claim processing fee

1.21.1 RSHAA will pay the claim processing fee for number of claims processed by the TPA. As mentioned in clause 1.21.2 below.

1.21.2 Based on the number of estimated claims processing fee would be paid as detailed below:-

% of estimated amount	When to be paid
25%	On commencement of the scheme
25%	On completion of one months
50%	On completion of the work i.e. after disposal of all the claims enlisted under the scheme

1.21.3 It is expected that about average 4000 -6000 claims might be submitted under the scheme on daily basis.

1.22 Penalty Clause:-

1.22.1 If the TPA fails to perform the duties as per agreement; then penalty clause shall be applicable as below:-

S. No.	Service Level Parameters	Penalty
1	If the TPA fails to dispose thepre_authoizationand claims in the timelines mentioned in the agreement.	Rs 1000 per claim.
2	If any claim is found wrongfully approved/rejected by the TPA	Equal to the claim amount may be deducted fom the processing fee to be paid to the TPA if TPA fails to justify the reasons for suh approval/rejection.

3	If TPA fails to process any claim within 14 days of claim submission	Rs. 5000 per claim
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1.22.2 Penalty will be imposed after providing opportunity of hearing by CEO, RSHAA.

1. 23 Performance monitoring

Performance of the TPA will be monitored regularly based on the following Parameters -

- (a) Timely preauthorization
- (b) Timely claim settlement
- (a) Any other parameters decided by the SHAA

The performance of the TPA shall be assessed on a weekly basis by the CEO, SHAA. In case the TPA is found to be deficient in providing services then CEO SHAA reserves the right to terminate the agreement by giving 07 days notice. The TPA shall refund the paid processing fee after deducting the proportionate fee till the date of termination.

1.24 Brief description of bidding process

1.24.1 The Authority has adopted a one-stage two envelope bidding process (collectively referred to as the “**Bidding Process**”) for selection of the TPA for award of the Scheme.

1.24.2 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1. for submission of Proposals (the “**Proposal Due Date**”).

1.24.3 The Bidding Documents and the proposal submitted by the Bidder will form the part of draft Agreement for the Scheme, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.24.4 During the Proposal Stage, Bidders are invited to examine the Scheme in greater detail, and to carry out, at their cost, such studies as may be

required for submitting their respective Proposals for award of the contact including implementation of the Scheme.

1.24.5 Proposals are invited for the processing fee by the TPAs for providing claim processing services as laid down in the proposal document.

1.24.6 In this RFP, the term “**Successful Bidder**” shall mean the Bidder who is offering the lowest processing fee per claim. The remaining Bidders shall be kept in reserve and may be invited to match the Proposal submitted by the Lowest Bidder (L1), in case such Lowest Bidder (L1) withdraws or is not selected for any reason. In the event that none of the other Bidders match the Proposal of the Lowest Bidder (L1), the Authority may, in its discretion, either invite fresh Proposals from the remaining Bidders or annul the Bidding Process or give counteroffer to the bidder(s).

1.24.7 Details of the process to be followed at the Proposal Stage and the terms thereof are spelt out in this RFP.

1.24.8 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the CEO, SHAA at a working day before the pre-proposal conference. The envelopes/ communication shall clearly bear the following identification/ title: “Queries/Request for Additional Information about Request for Proposal for selection of TPA for claim processing of beneficiary families of Ayushman Bharat in Rajasthan.

1.25 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date
1	Sales of Proposal Documents	04/12/19 at 04:00 noon
2	Proposal Due Date	07/12/19 at 05:00 pm
3	Opening of Proposals (Technical)	09/12/19 at 12:00 pm

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 Eligible Third Party Administrators (TPAs) shall submit their Proposal as single entities only. Formation of Consortium is strictly not allowed for submitting a Proposal. Any such Proposals submitted by a Consortium will not qualify for the proposal/ evaluation and shall be liable to cancellation.

2.1.2 No Bidder shall submit more than one Proposal for the Scheme, unless the context otherwise requires.

2.1.3 With all relevant documents, tender shall be uploaded on website i.e. w.w.w. eproc.rajasthan.gov.in. Tenders submitted by fax or by email will not be considered.

2.1.4 The online Financial Proposal should be furnished in the BoQ(Annexure-2) on e-portal only.

2.1.5 The Proposal shall consist of Processing fee per claim in Indian rupees (inclusive of all applicable taxes) to be quoted by the Bidder shall be payable by the Authority to the TPA, as per the terms and conditions of this RFP.

2.1.6 The Bidder should submit a Power of Attorney as per the format at Ann 3, authorising the signatory of the Proposal to sign the Proposal.

2.1.7 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.7 The Proposal and all communications in relation to or concerning the Bidding Documents and the Proposal shall be in English language.

2.1.8 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal.

2.1.9 A Bidder shall not have any conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the I agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.12, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect

shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
- (vi) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Scheme.

2.1.10A Bidder shall be liable for disqualification and forfeiture of Proposal Security if any legal, financial or technical adviser of the Authority in relation to the Scheme is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Scheme during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the agreement. In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the agreement for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the LOA or the agreement and without prejudice to any other right or remedy of the Authority,

including the forfeiture and appropriation of the Proposal Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or TPA for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Scheme.

2.1.11 The RFP has been drawn up in accordance with and in compliance of the RTPP Act 2012 and Rules 2013.

2.1.12 The bidder is required to submit the Bid Security of an amount of Rs. 1.0 Lakh/- (One Lakh) in form of DD/Banker's Cheque/RTGS drawn in favor of CEO, RSHAA payable at Jaipur.

2.1.13 It may be noted that the bidders who are exempted from Bid Security will submit relevant documents. Tenders of the bidders who do not have exemption of Bid Security shall be rejected if BID SECURITY is not submitted. Bidders are suggested with form of bid securing declaration as per rule 42 (3) of RTPP rules 2013 and performance security declaration as per rule 75 (1) of RTPP rules 2013 which they will provide on their letter head with necessary documents as mentioned at clause 2.11.2.

2.1.14 The BID SECURITY of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The BID SECURITY of the successful bidder will be adjusted in performance security as per the terms of contract.

2.1.15 BID SECURITY of a bidder may be forfeited without prejudice to other rights of the procuring entity, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' BID SECURITY will also be forfeited without prejudice to other rights of Procuring entity, if it fails to furnish the required performance security within the specified period.

2.2 Eligibility of Bidder / TPA

2.2.1 For determining the eligibility of Applicants, the following shall apply:

Technical Capacity:

For the purpose of this Tender Document, eligible Bidders shall mean

TPAs which are: -

- The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or 2013, in India.
- The Bidder should be registered with the IRDAI as TPA for at least last three completed financial years.
- Having experience of handling at least 50,000 health claims during the last financial year;
- The Bidder should unconditionally accept the terms and conditions of this Tender Document.

Financial Capacity:

- Having Average Annual Turnover of Rs. 20.00 Crores in previous three (3) financial years.
- Having experience in processing medical claims of not less than Rs.200 Crores in last financial year and not less than a total of Rs.500 Crores in last three consecutive financial years.

2.2.2 The Applicant shall enclose with its Application, to be submitted as per the format at **Ann 4**, complete with its Annexes, the following:-

- (i) Certificate(s) from statutory auditors or Chartered accountant of the Applicant or its Associates or the IRDA stating the number of families covered through health insurance policies during the past 3 (three) years, as specified in Technical Capacity above; and
- (ii) Certificate(s) from statutory auditors or Chartered accountant of the Applicant or its Associates specifying the turnover of the Applicant, as at the close of the preceding financial year. For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.2.3 The Applicant should submit a Power of Attorney on a non-judicial stamp paper of Rs. 100/- as per the format at **Ann. 3**, authorising the signatory of the Application to commit the Applicant.

2.2.4 Any entity which has been barred by the Central/ State Government, IRDA, or any entity controlled by it, from participating in any health insurance scheme or otherwise, and the bar subsists as on the date of Application, would not be eligible to submit an Application.

2.2.5 An Applicant including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (other than failure to pay claims arising out of insurance policies of individuals, voluntary groups or companies), as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Associate, as the case may be, nor has been expelled from any project/scheme or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.5 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Scheme.

2.2.6 In computing the Technical Capacity and Financial Capacity of the Applicant under Clause 2.2.1 the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.7 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant must apply to the Applicant or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Proposals will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification; and

2.3 Acknowledgement by Applicant

2.3.1 It shall be deemed that by submitting the Application, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from the Authority;
- Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority.
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.2 The Authority 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.3.3 The Authority reserves the right to reject any Application and/ or Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

2.3.4 If the disqualification/ rejection occur after the Proposals have been opened and the lowest bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. The bidder has to submit RFP document cost of Rs. 10,000/- in form of DD/Banker's cheque in favour of CEO, SHAA on or before proposal due date and time of the RFP.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Proposals after visiting the Authority's office and ascertaining for themselves the location, surroundings, climate, applicable laws (including RTPP Act and Rules) and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Proposal, the Bidder has:

- (a) Done a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3.1 above;
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Scheme in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the agreement by the TPA;
- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Lowest Bidder (L1) gets disqualified / rejected, then the Authority reserves the right to Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.2 In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, including the Insurance thereby granted by the Authority, that one or more of the RFP conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the TPA either by issue of the LOA or entering into of the greement, and if the Selected Bidder has already been issued the LOA or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, is liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever

to the Selected Bidder or TPA. In such an event, the Authority shall be entitled to forfeit and appropriate the Proposal Security or Performance Security (if any), as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the agreement, or otherwise.

B. Documents

2. 7 Contents of the RFP

2. 7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

2.8 Clarifications

2. 8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Chapter 5. The Authority will upload all the queries and its responses thereto on website/ e-portal.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda

2.9.2 Any Addendum issued hereunder will be in writing and shall be uploaded on the website/ e-portal.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSALS

2.10 Format and Signing of Proposal

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

2.10.2 The Proposal shall be duly signed by the authorised signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.11 Submission of proposals through e-portal.

2.11.1 The Bidder shall upload the Financial Proposal (BoQ) in the format specified at **(Annexure-2)** on e-portal.

2.11.2 Documents accompanying the Proposal shall also be uploaded in scanned format. The documents shall include:

- (a) Power of Attorney for signing of Proposal in the format at Ann.3 ;
- (b) Formats A, B, C, D as per FD circular dated 4.2.13 of RTPP rules, 2013

- (c) Demand Draft /Banker's/proof of RTGS in Cheque of Rs. 10,000/- (Rupees Ten Thousand Only) in favour of CEO, SHAA payable at Jaipur towards cost of document.
- (d) Rs. 1000/- DD/Bankers Cheque No. Dated in favour of MD (RISL) toward Processing fees.
- (e) Proposal/Bid Security 2% of the project cost amounting to Rs. 1,00,000/- (One Lakh Rupees Only) in from of DD/Banker Cheque/proof of RTGS in favour of CEO, RSHAA, Jaipur, Rajasthan, payable at Jaipur.
- (f) Original documents as at (a, c, d & e) above should be submitted in a sealed envelope.
- (G) This envelope containing all required documents as mentioned in clause 2.11.2(f) shall be submitted on or before Proposal Due date and time.

2.11.3 The proposal shall be marked and addressed to as under:

“Physical Documents for Request for Proposal for selection of TPA for claim proessing of beneficiary families of AB-MGRSBY in Rajasthan”

ATTN. OF:	Mr. Naresh Kumar Thakral
DESIGNATION	Chief Executive Officer, Rajasthan State Health Assurance Agency
ADDRESS:	Swasthya Bhawan, Tilak Marg, Jaipur - 3002005

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

2.12 Proposal Due Date

2.12.1 Proposals shall be submitted on or before Proposal due date as per clause 1.24.

2.12.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

2.13 Late Proposals

Bidders are advised to upload their proposal well in time and not wait for the last minute on the proposal due date as if due to any technical reasons or otherwise, if bidder is not able to submit the proposal proposal online, the Authority will not be liable to entertain its case or extend the proposal due date. Documents as specified in clause (2.11.2) received after the specified date and time before opening of technical bid shall not be eligible for consideration and proposal shall be summarily rejected. These rejected proposals will not be opened online.

2.14 Contents of the Proposal

2.14.1 The financial proposal shall be furnished online on e-portal in the format at Ann. 2 and shall consist of “processing fee per claim” including of all taxes to be quoted by the Bidder in Rupees. The Bidder shall specify (in Indian Rupees) to undertake the Scheme in accordance with this RFP and the provisions of the agreement.

2.14.2 Generally, the Scheme will be awarded to the Lowest Bidder.

2.14.3 The opening of Proposals and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Rejection of Proposals

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.

2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.16 Validity of Proposals

The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the Date of opening of technical bid. The validity of Proposals may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

3. EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposals

3.1.1 Scrutiny of proposals

- a) The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Document.
- b) The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the Procuring entity as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify in technical bid, will be considered and opened.

c) Infirmary / Non-Conformity

The procuring entity may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the Procuring entity as to whether the deviation is material or not, shall be final and binding on the bidders.

3.1.2 The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Chapter 3.

3.1.3 Bid Clarification the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. To facilitate evaluation of Proposals wherever necessary, the Procuring entity may, at its discretion, seek clarification from the bidders seeking response in writing by a specified date. If no response is received by this date, the Procuring entity shall evaluate the offer as per available information.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of this RFP. A Proposal shall be considered responsive if:

- (a) It is received as per the format at Annexure I;
- (b) It is received by the Proposal Due Date including any extension thereof
- (c) It is accompanied by the documents as specified in Clauses 2.11.2

- (d) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (e) It does not contain any condition or qualification; and
- (f) It is not non-responsive in terms hereof.
- (h) Documents required as per clause 2.11.2(f) are submitted in hard copy to the Authority on or before opening of technical bid.

3.2.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Proposal.

3.2.3 Opening of Financial Proposal: - Financial Proposal of only those bidders will be opened, whose Technical bids are found eligible by the evaluation committee of RSHAA, Jaipur.

3.3 Selection of Proposer

3.3.1 A quote will be submitted by the bidder for

“Processing fee per claim (for processing pre-authorization and submitted claim) pertaining to AB-MGRSBY Beneficiaries.

3.3.2 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder, within 03 (three) days of the issue of the LOA, shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, consider it failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.3 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the TPA to execute the agreement within the period prescribed in LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.

3.4 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1** TPA Companies are hereby informed that canvassing in any form for influencing the notification of award would result in disqualification of the TPA Company. Further, they shall observe the highest ethical standards and will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practices, as the case may be.

“Corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action of the public official;

“Fraudulent practice” means a misrepresentation of facts in order to influence tender process or an execution of a contract to the detriment of the scheme, and includes collusive practice among TPA Company’s/Authorized Representative (prior to or after Proposal submission) designed to establish Proposal prices at artificial non-competitive levels and to deprive the scheme free and open competition;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser of service , designed to establish tender prices at artificial, non-competitive level; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract

Government of Rajasthan will reject a proposal for award if it determines that the TPA Company (ies) have engaged in corrupt or fraudulent practices

Government of Rajasthan will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the TPA Company (ies) has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract

5. PRE-PROPOSAL CONFERENCE

- 5.1** There is no Pre-Proposal Conference(s) of the Bidders is planned, however if planned then this shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2** During the course of Pre-Proposal Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS AND GENERAL CONDITIONS OF CONTRACT

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. ***In absence of any provision in the document; or ambiguity in thereof, provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013 shall be finally agreed to by both the parties.***
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) 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;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) 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.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, 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 exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be given to RFP.
- 6.5 The implementation of the Scheme and the bidding process will be undertaken in a transparent manner. Subject to the provisions of the Right to Information Act, 2005, the parties agree that they will not raise objections to disclosure of information pursuant to receipt of requests by the relevant public authority under the provisions of the said Act.

6.6 TERMS AND CONDITIONS

I. Signing of Contract

The Procuring entity shall issue the Notice for Award of Contract or LoA to the successful bidder within the bid validity period. The successful bidder will be required to sign and submit the agreement unconditionally as per the timelines mentioned in LoA.

II. Modification to Contract

The agreement when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties.

Modification, if any, to the contract shall be in writing and with the consent of the parties.

III. Performance Guarantee

1. Performance guarantee shall be solicited from successful bidder. The amount of performance guarantee shall 5% of the project cost based on the quote of selected bidder.
2. Performance guarantee shall be furnished in any one of the following forms:-
 - i. Deposit through eGRAS;
 - ii. Bank Draft or Banker's Cheque of a scheduled bank;
 - iii. National Savings Certificates and any other script/instrument under National Saving schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. There shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iv. Bank guarantee's of a scheduled bank. It shall be got verified from the issuing bank. Other condition regarding bank guarantee shall be as mentioned in rule-42 of bid security of RPPP Rule 2013
 - v. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharge by the bidder in advance. The procuring entity shall ensure before, accepting the fixed deposit Receipt that the bidder furnishes an undertaking from the bank to make payment /premature payment of the fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
3. Performance Guarantee furnished in the form specified in clause (ii) to (v) of sub-rule (2) shall remain valid for a period of 180 days beyond date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
4. If the service provider violates any of the terms and conditions of the contract, the performance security shall be liable to be forfeited, wholly or partly, as decided by the procuring entity.

6.7 Disputes

The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Courts at Jaipur alone shall have jurisdiction to

decide any dispute arising out of in respect of the agreement. It is specifically agreed that no other Court shall have jurisdiction in the matter.

- i. Both parties agree to make their best efforts to resolve any dispute between them initially, by mutual consultations.
- ii. Both the parties shall not approach the court before availing the options of Arbitration in clause 6.8.

6.8 Arbitration

- 6.8.1** If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the SHAA or the TPA may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitrator. The power to appoint the Sole Arbitrator shall vest with the first party i.e. The Authority. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Authority.
- 6.8.2** Services under this agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Government shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 6.8.3** Reference to arbitration shall be a condition precedent to any other action at law.
- 6.8.4 Venue of Arbitration:** The venue of arbitration shall be Jaipur, Rajasthan.

6.9 BREACH

If either Party breaches the Contract or these Terms and Conditions and fails to remedy such breach within 30 days of written notice from any other Party calling for the breach to be remedied, then the non-breaching Party shall be entitled, without prejudice to any other rights that it may have in law, whether under the Contract or otherwise, to cancel the Contract after issuing a notice of not less than 30 days or to claim immediate specific performance of all the defaulting parties.

6.10 TERMINATION

1. The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the TPA with immediate effect if the Concessionaire is in default of any obligation under the agreement, where
 - a. the default is capable of remedy but the TPA has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after service of written notice specifying the default and requiring it to be remedied; or
 - b. the default is not capable of remedy; or
 - c. the default is a fundamental breach of the agreement

2. If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the TPA any loss that had to be incurred due to such sudden termination of agreement.
3. The Government reserves the right to terminate the agreement without assigning any reason if services of the TPA create serious adverse publicity in media and prima facie evidence emerges showing negligence on the part of TPA.

6.11 Force Majeure

No penalty or damages shall be claimed in respect of any failure to provide services which the TPA can prove to be directly due to a war, sanctions, strikes, fire, flood or tempest or Force Majeure, which could not be foreseen or overcome by the concessionaire or to any act or omission on the part of persons acting in any capacity on behalf of concessionaire provided that the concessionaire shall at the earliest bring the Same to the notice of the State Government.

6.12 Enabling Clause

The Government of Rajasthan/the Authority may modify or supersede any term and condition mentioned in the agreement with mutual understanding and agreement without any additional financial burden on Government. The decision will only be effective on all the issues arising after the date of issuance.

6.13 Indemnity

By this agreement, the TPA indemnifies the Government of Rajasthan against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the facilities.

The TPA agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the TPA.

6.14 Compliance with existing laws

6.14.1 The TPA agrees to abide by all laws of the land as applicable for operation and maintenance of the scheme.

6.14.2 Any issue for which RFP document is silent but covered in RTTP Act/Rules shall be decided as per provisions of the said Act/Rules.

ANNEXURE-I

Letter comprising the Proposal

Dated:

To,

Chief Executive Officer,
Rajasthan State Health Assurance Agency
Swasthya Bhawan Tilak Marg
C-Scheme, Jaipur.

Sub: Proposal for selection of TPA for claim processing of beneficiary families of Ayushman Bharat-Mahatma Gandhi Rajasthan Swasthya Bima Yojana in Rajasthan

Dear Sir,

1. With reference to your RFP document dated I/we, having examined the RFP and understood its contents, hereby submit my/our proposal for the aforesaid Scheme. The proposal is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the TPA for the aforesaid Scheme, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial Pronouncement or arbitration award, nor been expelled from any Scheme or contract by any public authority, or have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.9 of the RFP document; and

(c) I/ 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, as defined in Clause 4.1 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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; and

(e) the undertakings given by us along with the Application in response to the RFP for the Scheme were true and correct as on the date of making the Application and are also true and correct as on the Proposal Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Scheme, without incurring any liability to the Bidders.

9. I/ We believe that I/we satisfy(s) the technical capacity and financial capacity and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/or our Associates are not a Member of a/ any other Consortium submitting a Proposal for the Scheme.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Scheme or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/ We acknowledge and undertake that we were pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the agreement in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the agreement but prior to Financial Close of the Scheme, it would, notwithstanding anything to the contrary contained in the agreement, be deemed

a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Scheme and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the AB-MGRSBY. We understand that except to the extent as expressly set forth in the Insurance agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

23. The documents accompanying the Proposal, as specified in Clause 2.11.2(f) of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Proposal".

24. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Scheme / Insurance is not awarded to me/us or our Proposal is not opened or rejected.

25. The proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Insurance agreement, our own estimates of costs [and tariff] and after a careful assessment of the site and all the conditions that may affect the Scheme cost and implementation of the Scheme.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

27. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the Proposal Due Date specified in the RFP.

28. I/ We hereby submit the following Proposal for undertaking the aforesaid Scheme in accordance with the Bidding Documents and the Insurance agreement:^{\$}

29 We are enclosing:-

- i. Each page, form, Annexure and Appendix of the original Request for Proposal (RFP) (must be signed by bidder with seal of firm/legal entity).
- ii. Power of attorney
- iii. Rs. 10,000/- DD/Bankers Cheque No. / proof of payment through RTGS..... Dated in favour of CEO, SHAA toward cost of RFP.
- iv. Rs. 1000/- DD/Bankers Cheque No. Dated : in favour of MD (RISL) toward processing fees.

Detailed of Bid Security for an amount of 2% of the project cost in favour of CEO, RSHAA, Jaipur, Rajasthan, payable at Jaipur.

- a) DD/Banker Cheque No. ./proof of payment through RTGS..... Dated :.....

1. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per terms and condition of the RFP.
2. We agree to keep our offer valid for the period for the period stipulated in the RFP.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

^{\$} A Bidder shall fill up only one of the four options and shall strike out the remaining three options.

ANNEXURE-2

Financial Proposal for selection of TPA for claim processing of beneficiary families of AB-MGRSBY in Rajasthan

NAME and ADDRESS OF BIDDER:

“Processing fee per claim (for processingpre_authoizationclaim and submitted claim) pertaining to AB-MGRSBY family belonging to eligible categories.

Particulars	“Processing fee per claim (for processingpre_authoizationclaim and submitted claim) pertaining to AB-MGRSBY family belonging to eligible categories.
	Processing fee per claim (Inclusive of all applicable taxes) (in Rs.)
Amount in Figures	
Amount in Words	

Note –

- 1 No other document or attachment shall be permissible along with Annexure-2 Any deviation will attract disqualification.**
- 2 This format is purely indicative and only for reference of bidders. Bidders have to fill financial quote ONLINE ONLY in the format specified on e-portal. Figures quoted in above columns in hard copy may lead to rejection of the proposal.**

ANNEXURE–3

Power Of Attorney for Signing Of Proposal

(Refer clause 2.1.6)

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the Bhamashah Swasthya Bima Yojana developed by the “authority” including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in bidders' and other conferences and providing information / responses to the authority, representing us in all matters before the authority, signing and execution of all contracts including the concession agreement and undertakings consequent to acceptance of our proposal, and generally dealing with the authority in all matters in connection with or relating to or arising out of our proposal for the said project/scheme and/or upon award thereof to us and/or till the entering into of the concession agreement with the authority.

and we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

in witness whereof we,, the above named principal have executed this power of attorney on this day of, 20.....

For.....

(SIGNATURE, NAME, DESIGNATION AND ADDRESS)

WITNESSES:

1.

2.

Accepted

Notarised

(Signature, name, designation and address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE-4**PART-1****Details of Technical Eligibility****(Refer to Clauses 2.2.1, 2.2.2)****Scheme Code:**

Item	Particulars of the Scheme
(1)	(2)
Title & nature of the scheme	
Number of claims processed under the scheme	
Entity for which the scheme was executed (Project Authority/State Govt.)	
Location	
Date of commencement of scheme/ contract	
Date of completion	

Certificate from the Statutory Auditor / IRDA regarding Eligible Schemes

Based on its books of accounts and other published information authenticated by it, this is to certify that *(name of the Applicant)* has processedclaims under as on March 31 (Year) under the scheme.....

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation
of the authorised signatory)

PART-2

Financial Capacity of the Applicant

(Refer to Clauses 2.2.1, 2.2.2)

(In Rs. crore)

Turnover (Year)	Turnover (in crores)

Name & address of Applicant's Bankers:

Instructions:

- 1. Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:**
 - (a) reflect the financial situation of the Applicant its Associates where the Applicant is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2. Year 1 will be the latest completed financial year, preceding the bidding.**
- 3. The Applicant shall provide an Auditor's Certificate specifying the turnover of the Applicant.**

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Doc1

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Doc1

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MISSION DIRECTOR, NRHM

The designation and address of the Second Appellate Authority is PRINCIPLE SECRETARY, MEDICAL & HEALTH

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Doc1

FORM No. 1
[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012**

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

**3. Number and date of the order appealed against
and name and designation of the officer / authority
who passed the order (enclose copy), or a
statement of a decision, action or omission of
the Procuring Entity in contravention to the provisions
of the Act by which the appellant is aggrieved:**

**4. If the Appellant proposes to be represented
by a representative, the name and postal address
of the representative:**

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
..... (Supported by an
affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Doc1

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

Doc1

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Doc1

Government of Rajasthan
Standard Bidding Document- Goods
Single Stage- Two Envelopes Bid

7. Bid Securing Declaration

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Notice Inviting Bids No.: *[insert number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids require the submission of a Bid-Securing Declaration.

We accept that we will automatically be suspended from bidding in any contract with the Procuring Entity for the period of time *[to indicate here the period of time for which the Procuring Entity may consider the Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is not executed.]* starting on the date that we receive a written notice from the **Procuring Entity** that our Bid Securing Declaration is executed, in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity; or
- (b) having been notified of the acceptance of its Bid during the period of bid validity,
 - (i) fail or refuse to execute the Contract Form, in accordance with the Instructions to Bidders (hereinafter "the Instructions"); or
 - (ii) fail or refuses to furnish the performance security as required by the Instructions to Bidders (hereinafter "the Instructions");
- (c) have not accepted the correction of errors in accordance with the Instructions to Bidders (hereinafter "the Instructions"); or
- (d) have breached a provision of the Code of Integrity set out in the Instructions to Bidders (hereinafter "the Instructions").

We understand this Bid-Securing Declaration shall expire upon the successful Bidder, upon the earlier of (i) our receipt of your written notice of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bid.

Signed: *[insert signature of person whose name is given in the Instructions to Bidders]*

