



Data Sheet

Project title	Tender for Group Mediclaim Services for Fixed Term Employee of AIESL
Submissions required	Qualification Bid: Formats Annexure A to Annexure H as per the Tender Document. Financial Bid: Form Fin-1 and Form Fin-2 as per the Tender Document.
Pre-bid conference	Yes
Contact details for all queries	1. tenders.mumbai@aiesl.in 2. paresh.khamitkar@aiesl.in
Eligibility to bid	<ul style="list-style-type: none"> a. The Bidder should be a registered public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India. b. The Bidder should be registered with the Insurance Regulatory Development Authority of India (IRDAI) to carry out health insurance business for at least the last three completed financial years. c. The Bidder shall have overall done the group health cover services of at least 2000 families in last two financial years. d. The Bidder shall have Gross Direct Premium Income from Health business of at least Rs. 10 crores in each of the last two completed financial years. e. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
Insurance Contract period	One year
Validity of the bids	120 days from last date for submission of the bid documents, excluding the last date of submission.
Address for bid submission	Tender drop box at Air India Gate No 1, Old Airport, Kalina, Santacruz (East), Mumbai: 400029.
Important Dates:	
Date of release of Tender Document	19 th December 2023
Last date of receiving queries	28 th December 2023
Pre-bid meeting	22 nd December 2023 by 14:30 hrs. (IST) Online meeting.
Last date of bid submission	2 nd January 2024 latest by 14:00 hrs. (IST).
Date and time of Technical Bid	2 nd January 2024 latest by 14:30 hrs. (IST).

Enquiry Ref: IE/7-4/360
Date: 14 December 2023

AI Engineering Service Ltd,



opening	
Issuance of LOI	Within 7 days of financial bid opening
Acceptance of LOI	Within 3 days of the issue of LOI
Signing of Insurance Contract	Within 5 days of issue of LOI
Submission of Performance Bank Guarantee	Within 5 days of issue of LOI



DISCLAIMER

This tender document ("Tender Document") has been prepared for the purposes of providing certain information to Bidder(s) (as defined hereinafter) who are desirous of participating in the Bidding Process (as defined hereinafter) being conducted by AI Engineering Services Ltd (hereinafter "AIESL") for the 'Provision of Group Medclaim Services for Fixed Term employees of AIESL' and for no other purposes. In no circumstances shall AIESL, or its employees, officers, directors, advisors, consultants, contractors and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the Bidding Process set out herein. The information contained in this Tender Document is being made available by AIESL to the Bidder(s) on the terms set out in this Tender Document and is **confidential**. This Tender Document has not been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any applicable law is expressly prohibited. Bidders shall inform themselves of any applicable legal requirements in respect of this Tender Document and shall observe the same. This Tender Document is neither an agreement nor an offer by AIESL to the prospective Bidder(s) or any other Person and no agreement or transaction shall be deemed to be entered into, either oral or in writing, till a formal agreement is executed between AIESL and the Successful Bidder with regards to the subject matter hereof. The purpose of this Tender Document is to provide interested parties with the information that may be useful to them in the formulation of their Bids (as defined hereinafter) in response to this Tender Document. This Tender Document, any clarifications, amendments, additional information or addenda issued pursuant hereto are only to provide selective summaries of available information and do not purport to contain all the information that a recipient may require for the purposes of making a decision for participation in the Bidding Process. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender Document and shall obtain independent advice from appropriate sources. This Tender Document is subject to updating, expansion, revision and amendment at the sole discretion of AIESL, without the requirement of prior notices to the Bidders or any other Person. Whilst the information in this Tender Document has been prepared in good faith, no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by AIESL, its employees, officers, directors, advisors, consultants, contractors and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements will remain unchanged. Neither AIESL nor any of its employees, officers, directors, nor any of its agents, representatives, advisors, contractors or consultants undertakes to provide any Bidder with access to any additional information, or, to update the information in this Tender Document or to correct any inaccuracies herein. AIESL, its employees, officers, directors, consultants, contractors, agents and advisors make no representation or warranty and shall have no liability or responsibility to any Person, including any Bidder under any applicable laws, statutes, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be



caused or incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this Bidding Process. AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender Document. This Tender Document does not imply that AIESL is bound to select a Bidder or to appoint or contract with the Successful Bidder, as the case may be, and AIESL reserves the right to reject all or any of the Bids without assigning any reason at any time. Nothing in this Tender Document shall be construed as legal, financial, regulatory or tax advice. AIESL shall not be liable for any costs, expenses or damages howsoever incurred by Bidders in connection with the preparation of Bid in response to this Tender Document. Each Bidder shall bear any and all its costs associated with or relating to the preparation & submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bid selection process as contained herein. Each Bidder must conduct its own analysis of the information contained in this Tender Document and is advised to carry out its own investigation into the proposed opportunity, the regulatory regime which applies thereto, and all matters pertinent to the proposed opportunity and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed opportunity. The Tender Document is not transferable. The laws of India are applicable to this Tender Document. Courts with competent jurisdiction at New Delhi, India shall have exclusive jurisdiction in relation to any disputes arising out of or in relation to this Tender Document.



Sub: Tender for Group Medclaim Services for Fixed Term employee of AIESL

AI Engineering Services Ltd. (hereinafter referred to as “AIESL”), invites bids from eligible bidders (hereinafter referred as Service Provider/Tenderer) who meets the Bid Evaluation Criteria as per Annexures specified in this Tender document for provision of Medclaim Services.

Name of work/services to be provided: Provision of Group Medclaim Services for Fixed Term Employees.

The following benefits will be covered for the eligible EMPLOYEE’s / beneficiary families under the Group Medclaim Services;

- a. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
- b. Pre and post hospitalisation cover.
- c. Risk Cover (RC) of
 - i. Rs. 5,00,000 (Rupees Five Lakh only) per eligible Beneficiary Family Unit per annum
- d. Eligible family will include all members within identified relationships.

For further details about the Services including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details, refer to **Annexure F** of this Tender Document.

1. Purpose and Scope of this Tender Document

- 1.1 The purpose of this Tender Document is to select the most competent and competitive Insurance Company to provide the *Benefit Risk Cover* under the Group Medclaim Services.
- 1.2 **Beneficiaries and Geographical Coverage:** The Services is intended to provide the benefit to all eligible Fixed Term employees and their families. Bids are invited from interested and eligible Insurance Companies to cover approximately **2900 employees** and their families located Pan India. However, majority of the eligible employee are located at Mumbai, Delhi, Kolkata, Chennai, Hyderabad, Thiruvananthapuram, Nagpur, etc. Prospective bidders requiring the details of these employees may kindly request the same vide email.
- 1.3 In addition to the number of eligible employees as given above, AIESL may add more employees to the Services. The premium for add-on EMPLOYEE’s will be borne by



AIESL on pro-rata basis from date of inclusion of the employee. However, if beneficiary family members are added to present employee, no additional charges for the same would be borne by AIESL.

1.4 Similarly the premium for deletion/ deactivation of employees (in case of resignation/termination/superannuation/separation of employee) will be refunded to AIESL on pro-rata basis from the date of such separation/ deletion of the employee.

1.5 AIESL hereby invites applications from interested and eligible Insurance Companies to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.

1.6 Interpretation:

1.6.1 Throughout this Tender Document, unless indicated otherwise by the context, the singular also includes plural.

1.6.2 Any reference in this Tender Document to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of this Tender Document.

1.6.3 The words "hereof", "herein", "hereunder" and words of similar import when used in this Tender Document shall refer to this Tender Document as a whole and not to any particular provision of this Tender Document. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.6.4 The headings in this Tender Document are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

1.6.5 References to Clauses and sub-Clauses are, unless the context otherwise requires, references to Clauses and sub-Clauses of this Tender Document.

1.6.6 References to days, months and years are references to calendar days, calendar months and calendar years respectively.

2. Eligibility of Bidders

2.1 Qualification Criteria

2.1.1 Only those insurance companies that are registered with the Insurance Regulatory and Development Authority of India as established under section 3 of the Insurance Regulatory and Development Authority of India Act, 1999 ("IRDAI") for the last two consecutive financial years and holding the valid licence to provide insurance services as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.

A. Bid Evaluation Criteria-Technical (BEC-Technical)



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- i. The Bidder should be a registered public owned insurance company incorporated under The Companies Act, 1956 and/or 2013, in India.
 - ii. The Bidder should be registered with the IRDAI to carry out health insurance business for at least` last two completed financial years. For the avoidance of doubt, for the purposes of this Tender and determining health insurance business, health insurance business will exclude personal accident and travel cover, whether explicitly stated or not.
 - iii. The Bidder shall have overall done the group health services cover (excluding personal accident or travel cover) of at least 2000 families in each of the last two completed financial years.
 - iv. The Bidder shall have Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 10 crores in each of the last two completed financial years.
 - v. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
 - vi. The Bidder should have an Incurred claim ratio of 80% in previous two years.

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

2.2 Consortium Not Allowed

2.2.1 Consortium applications are not allowed under this Tender Document.

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

3. Grounds for Rejecting the Bid

3.1 Fraud and Corruption

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

3.1.2 If a Bidder is found by AIESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by AIESL for a period of three years from the date that such an event occurs.

3.1.3 For the purpose of this - the following terms will have the meanings given to them below:



a. **corrupt practice** means:

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

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

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

d. **undesirable practice** means:

- (i) establishing contact with any person connected with or employed or engaged by AIESL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (ii) having a Conflict of Interest (as defined in **Clause 3.2** below).

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

3.2 Conflict of Interest

3.2.1 A Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process.

3.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.

3.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:



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- (i) the person exercising Control is the Government of India, a State/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
 - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
 - c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
 - d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

3.3 Misrepresentation by the Bidder

3.3.1 AIESL shall have the right to reject any bid if:

- a. at any time, a material misrepresentation is made by the Bidder; or
- b. the Bidder does not provide, within the time specified by AIESL, any additional information sought by AIESL for the purposes of evaluating the Bid.

3.3.2 AIESL has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Insurance Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of AIESL, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Award of LOI. If the Bidder has already been issued the LOI or it has entered into the Insurance Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by AIESL to the Bidder, without AIESL being liable in any manner whatsoever to the Bidder.

3.4 Other Grounds Declaring a Bid Ineligible

3.4.1 If the bidder has:

- a. been black-listed to bid for government sponsored health insurance schemes by Government of India or PSU's and such black-listing subsists as on the last



date of bid submission; or

- b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation of a government / PSU sponsored health insurance scheme has been terminated for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.

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

3.5 AIESL Right to Evaluate Eligibility

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

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

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

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

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

3.5.4 AIESL's determination of a Bidder's eligibility shall be final and binding. AIESL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the LOI issued to it or the termination of the Insurance Contract executed with it.

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

4. Clarifications and Pre-Bid Meeting



4.1 Clarifications and Queries

- 4.1.1 If a Bidder requires any clarification on the Tender Document, it may notify AIESL in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet.
- 4.1.2 AIESL shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Tender Notice and the Data Sheet.
- 4.1.3 The responses to such queries shall be published on the website of AIESL within the time frame indicated in the Data Sheet.
- 4.1.4 It shall be the duty of the Bidders to regularly check the website for the response to the queries or requests for clarifications. AIESL's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the website specified in the Data Sheet.
- 4.1.5 AIESL reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring AIESL to respond to any query or to provide any clarification.
- 4.1.6 AIESL may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by AIESL shall be issued on or before the date specified in the Data Sheet on the website.
- 4.1.7 Verbal clarifications and information given by AIESL, or any other person for or on its behalf shall not in any way or manner be binding on AIESL.
- 4.1.8 Should AIESL deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure.

4.2 Pre-Bid Meeting

- 4.2.1 AIESL shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the Pre-Bid Meeting) to provide an understanding of the Bidding Process, the Services, the terms of the Insurance Contract and the services to be provided by the Insurer and to understand any queries, issues or suggestions that the Bidders may put forward.
- 4.2.2 The Pre-Bid Meeting will be convened on the date and time specified in the Tender Notice and the Data Sheet.



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- 4.2.3 A Bidder may nominate up to three representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified AIESL of its representatives along with its authority letter to AIESL at least two days prior to the Pre-Bid Meeting.
 - 4.2.4 The Bidders are requested to submit any query or seek clarifications in writing, to reach AIESL not later than the date specified in the Data Sheet, so that AIESL can address the issues comprehensively at the Pre-Bid Meeting.
 - 4.2.5 Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of AIESL in the course of the Pre-Bid Meeting.
 - 4.2.6 AIESL shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
 - 4.2.7 Any oral clarification or information provided by or on behalf of AIESL at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless AIESL issues an Addendum for the same or AIESL issues written interpretations and clarifications. All such Addendum will be published on the website.
 - 4.2.8 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

5. Amendments to the Tender Documents

5.1 Issuance of Addenda

- 5.1.1 Up until the date that is specified in the Data Sheet, AIESL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an Addendum.
- 5.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued.
- 5.1.3 Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- 5.1.4 Any oral statement made by AIESL or its advisors regarding the Bidding Process, the Tender Document or the Services or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.



5.2 Issuance of Revised Tender Documents

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

5.3 Extension of the Last Date of Bid Submission

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

5.4 Availability of Information

- 5.4.1 The information relating to or in connection with the Services, the Bidding Process and the Tender Document, including all notices issued by AIESL to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the website specified in the Data Sheet and remain published until the last date of bid submission.
- 5.4.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from AIESL by sending an e-mail request to AIESL shall make best efforts to respond to e-mail request(s) and resolve the technical issue or error or provide an alternative solution to the Bidder.

5.5 Correspondence with Bidders

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

6. Preparation of Bids



6.1 Interpretation of Tender Documents

- 6.1.1 The entire Tender Document with all its Annexures must be read as a whole.
- 6.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform AIESL at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.
- 6.1.3 AIESL will then direct the Bidders regarding the interpretation of the Tender Documents.

6.2 Cost of Bidding

- 6.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by AIESL.
- 6.2.2 AIESL shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by AIESL for any reason whatsoever.

6.3 Language of the Bid

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

6.4 Due Diligence by the Bidder

- 6.4.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- 6.4.2 AIESL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.
- 6.4.3 It shall be deemed that by submitting a Bid, the Bidder has:
 - 6.4.3.1 made a complete, independent and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof;
 - 6.4.3.2 made careful examination and research of all required information, inputs,



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- conditions, circumstances and factors that may have any effect on its Bid;
- 6.4.3.3 received and reviewed all relevant information provided by AIESL, as may be relevant to the Bid;
- 6.4.3.4 evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Tender and agreement;
- 6.4.3.5 accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of AIESL relating to any of the matters related to the Bidding Process or scope of services;
- 6.4.3.6 satisfied itself about all matters regarding the Bidding Process and the scope of services, required for submitting an informed Bid, in accordance with this Tender Document and performance of all of its obligations;
- 6.4.3.7 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the Bidding Process or the scope of services shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AIESL or a ground for termination of the Agreement by the Successful Bidder; and
- 6.4.3.8 agreed to be bound by the undertakings provided by it under and in terms hereof.

6.5 Validity of Bids

- 6.5.1 Each Bid shall remain valid for a period of 120 (one hundred and twenty) days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.
- 6.5.2 In exceptional circumstances, AIESL may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.
- 6.5.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

6.6 Premium

- 6.6.1 The Bidders are, as a part of their Financial Bid, required to quote the Premium:
- for providing Benefit Risk Cover Benefit per eligible EMPLOYEE and Beneficiary Family Unit per annum.
 - Premium quoted shall be inclusive of all costs including expenses, overheads, profits and Goods service charges, all taxes, cess, and Goods & Service tax (if any).
 - All Premium quoted shall be only in Indian Rupees and up to two decimal places.



6.7 Formats for Bid Submission

Bid submission shall be a single stage exercise with 2 envelopes/ steps, the two being:

Qualification Bid and Financial Bid.

7. Content of Bids

7.1 Qualification Bid Submission

7.1.1 Bidders shall only submit the Qualification Bid in the format set out in Forms Annex-A to Annex-H.

7.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified.

7.2 Financial Bid Submission

7.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1** and not include any other documents as part of the Financial Bid.

7.2.2 Each Bidder is required to quote the Premium in Format Fin 1:

- a. For providing the (i) Risk Cover, as set out in Form **Fin-1**.
- b. for each EMPLOYEE and Beneficiary Family Unit eligible and covered under the Scheme the premium quoted shall be per annum and shall be inclusive of all costs including costs, expenses, service charges, taxes, cess, overheads and profits etc payable in respect of such Premium; and
- c. all amounts quoted shall be only in Indian Rupees and up to two decimal places.
- d. In case of situation wherein the employee ceases to be on the payroll of AIESL (e.g. retirement, death etc), the premium would be adjusted on PRO Rata basis subject to Nil claims for such employees.

7.3 Signing of the Bid

7.3.1 Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

7.4 Submission of the Bid

7.4.1 Each Bidder shall submit their bid in the Tender drop box kept at Air India Gate No 1, Old Airport, Kalina, Santacruz (East), Mumbai: 400029.



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- 7.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 7.4.3 Sealing and Marking of Bids: The Bidder shall submit the Bid in two parts, the Qualification Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer master envelope. The Bid envelopes shall be super scribed in bold and marked as follows:
- 7.4.3.1 Outer Master Envelope: Technical and Financial Bid for “Provision of Group Mediclaim Services for Fixed Term employees of AIESL”. Further, the name and address of the Bidder shall be mentioned on the outer master envelope.
- 7.4.3.2 Inner Envelope, Qualification Bid: Qualification Bid for “Provision of Group Mediclaim Services for Fixed Term employees of AIESL” Tender Ref No. IE/7-4/360 dated 14 December 2023.
- 7.4.3.3 Inner Envelope, Financial Bid: Financial Bid for “Provision of Group Mediclaim Services for Fixed Term employees of AIESL”, Tender Ref No. IE/7-4/360 dated 14 December 2023.
- 7.4.3.4 The outer master envelopes shall: be addressed to the following address: Kind Attn: General Manager- AIESL, AIESL, Old Airport, Kalina, Santacruz (East), Mumbai.
- 7.4.3.5 Further, each of Technical and Financial Bid must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents). Spiral Bound Form, loose form, open/unsealed envelopes etc. shall not be accepted and the Bid shall be rejected. Further, all pages of the Bid shall be numbered serially, along with an index of submissions. Figure quoted in Financial Bid should be covered with a transparent adhesive tape.
- 7.4.3.6 If the outer envelope is not sealed and marked as above, AIESL will assume no responsibility for the misplacement or premature opening of the ‘Qualification Bid’ and ‘Financial Bid’.
- 7.4.3.7 The Bids must reach AIESL at the box address specified above prior to the Bid Due Date as specified in the Tender Document.

7.5 Bid Submission Due Date

- 7.5.1 The Bid shall be submitted on or before 2nd January 2024 latest by 1400hrs. After the specified time on the last date of bid will not be accepted.
- 7.5.2 AIESL may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum.

7.6 Withdrawal / Modification of Bids

- 7.6.1 A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of



the substitution or withdrawal is submitted to and received by AIESL.

- 7.6.2 If AIESL receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid.
- 7.6.3 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

8. Opening of Bids

- 8.1 AIESL shall open the bids at the date and time indicated in the Data Sheet.
- 8.2 Only two (2) authorized representative (s) of the bidder (s) can attend the bid opening.
- 8.3 The Bidders may remain present in the Office of AIESL at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available after the completion of opening process.
- 8.4 Any information contained in a Bid will not in any manner be construed as binding on AIESL, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Insurance Contract is subsequently awarded to it on the basis of such information.

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

9.1 Stage 1: Evaluation of the Qualification Bid

- 9.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:
- The Bid is complete in all respects and in the prescribed formats.
 - It contains no material alterations, conditions, deviations or omissions.
 - All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
 - All undertakings required under this Tender Document are in the prescribed format and unconditional.
 - Based on the review of documents AIESL comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
 - The application is unconditional in all respects.
- 9.1.2 Qualification Bids not meeting any of the criteria mentioned shall be liable to be



summarily rejected.

- 9.1.3 In order to determine whether the Bidder is eligible and meets the qualification criteria, AIESL will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which AIESL receives from the Bidder upon request by AIESL.
- 9.1.4 After completion of the evaluation of the Qualification Bids, AIESL will notify the Eligible Bidders of the date, time and place of opening of the Financial Bids. Such notification may be issued upon the completion of the evaluation Qualification Bids, in which case the Financial Bids may be opened either on the same day or the next working day. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.
- 9.1.5 All the qualified bidders, who choose to be present, shall have the right to attend the final meeting in which financial bids shall be evaluated.

9.2 Stage 2: Evaluation of Financial Bids

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

9.3 Stage 3: Clarifications during Bid Evaluation

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

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

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



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

9.4.2 In selecting the Successful Bidder (s), the objectives of AIESL is to select Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; and
has quoted the: a) Lowest Gross Insurance Premium (L-1)
 - i) In case two or more bidders have the same lowest gross premium (rounded off to two decimal points), the Successful Bidder will be selected through lottery. Or at the discretion of AIESL, fresh financial bids of L1 Qualified Bidders can be re-invited.
 - ii) In case, if the bidder cannot be finalised even after calling of fresh financial bid, then AIESL shall takes steps for re-tendering.

10. Execution of Insurance Contract

10.1 Notification of Award

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

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

10.1.2 If the Bidder (s) that is issued the LOI does not comply with either or all of the conditions as set out in tender documents, AIESL may elect to grant such Bidder (s)



an extension of time for the completion of such condition(s) or to disqualify the Bidder selected as the Successful Bidder (s) including debaring the Bidder (s) from participating in any future Tenders of AIESL and its affiliates for a period of three (3) consecutive years from such date.

10.1.3 If AIESL elects to disqualify such Bidder (s), then AIESL may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure. AIESL may exercise this option only during the validity period of the Bids, as extended from time to time.

10.1.4 AIESL will levy penalty of 1% (one percent) of individual premium quoted in each case of service level deficiency which will be intimated to the bidder.

10.2 Execution of the Insurance Contract

AIESL and the Selected Bidder (s) shall execute the Insurance Contract of the acceptance of the LOI by the Selected Bidder (s). The Insurance Contract shall be executed in the form of the final drafts provided by AIESL.

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

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

10.2.3 If the Selected Bidder (s) seeks to materially negotiate or seeks any material deviation from the final execution draft of the Insurance Contract, AIESL may elect to disqualify the Selected Bidder (s) and revoke the LOI issued to the Selected Bidder (s).

10.2.4 The Selected Bidder (s) agrees that as conditions precedent to the execution of the Insurance Contract and shall submit executed copies of the services agreements signed by the outsourced agency and other Service Providers nominated by. Such services agreement (s) shall be in compliance with the provisions of the Insurance Contract.

10.2.5 If AIESL is ready and willing to execute the Insurance Contract, but the Selected Bidder (s) does not agree to execute the Insurance Contract within the time period or to fulfil the conditions precedent to the execution of the Insurance Contract, AIESL may elect to grant the Selected Bidder (s) an extension of time for the execution of the Insurance Contract or to disqualify the Selected Bidder and revoke



the LOI.

11. Rights of AIESL

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

- a. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award / execution of the Insurance Contract, without thereby incurring any liability to the affected Bidder(s) or Bidder(s) or any obligation to inform the affected Bidder(s) or Bidder(s);
- b. AIESL reserves the right to award the contract / Agreement to one or more Successful Bidders;
- c. In the event of a default by the Successful Bidder during the term of the Insurance Contract, AIESL reserves the right to cancel / terminate the Insurance Contract and to claim damages from the Successful Bidder, and also reserves the right to award the Insurance Contract to another Bidder at the sole cost and risk of the Successful Bidder.
- d. accept the lowest Bid;
- e. 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;
- f. consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- g. 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.

12. General

12.1 Confidentiality and Propriety Data

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

12.1.2 AIESL shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.

12.1.3 The Bidder shall not divulge any information relating to examination, clarification,



evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising AIESL or such Bidder on or matters arising out of or concerning the Bidding Process.

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

12.2 Governing Laws and Dispute Resolution

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



Qualification Bid:-

Annexure A: Format: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

Dear Madam/Sir,

Sub: Qualification Bid for for Group Mediclaim Services for EMPLOYEES of AIESL

With reference to your Tender Documents dated _____, we, [*insert name of Bidder*], wish to submit our Qualification Bid for the award of the Insurance Contract(s) for **for Group Mediclaim Services for EMPLOYEES of AIESL**.

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

1. We acknowledge that we will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to AIESL any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of AIESL to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
4. We undertake that:



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



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- i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of AIESL or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from AIESL or a ground for termination of the Insurance Contract.
 - j. Our Bid shall be valid for a period of 120 days from the last date of bid submission..
 - k. We do not have any conflict of interest as defined in the Tender Document that affects the Bidding Process;
 - l. 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 the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with AIESL or any other public sector enterprise or any government, Central or State.
 - m. We further certify that no investigation by a regulatory authority is pending either against us or against our managing director or any of our directors/ managers/ employees.
 - n. We certify that in regard to matters other than security and integrity of the country, we 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 captioned assignment or which relates to a grave offence that outrages the moral sense of the community.
 - o. We undertake that the responsibility of ensuring full and complete compliance with IRDA regulations and requirements during provision of services shall lie with us.
6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform AIESL of the same immediately.
 7. We are submitting with this Letter, the documents that are listed in the checklist set out in tender document.
 8. We undertake that if we are selected as the Successful Bidder we shall:
 - a. Sign and return an original copy of the LOI to AIESL within three days of receipt of the LOI, as confirmation of our acceptance of the LOI.
 - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Insurance Contract provided to us by AIESL.
 9. Details of the Company
-



-
- a. Name:
- b. Address of the corporate headquarters and its branch office head in the State, if any:
- c. Date of incorporation and/or commencement of business:
10. Details of individual(s) who will serve as the point of contact/communication for AIESL:
- c. Name:
- d. Designation:
- e. Company:
- f. Address:
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by AIESL in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the Insurance Contract(s) for the implementation of the contract.
12. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
13. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India and the courts of New Delhi shall have exclusive jurisdiction.

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

Dated this *[insert date]* day of *[insert month]*, 202...

_____ (Signature)

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

In the capacity of _____[position]

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



Annexure B : Format: Applicant Details

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

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

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

Dated this ____ day of , 202X

_____ (Signature)

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

In the capacity of ____ [position]

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



Annexure C: Format: Power of Attorney for Signing of Bids

POWER OF ATTORNEY

Know all men by these presents that we _____
_____ (name and address of the registered office) having CIN
(insert registration number / CIN of the Insurance Company) do hereby constitute, appoint and
authorize Mr./Ms. _____ (name and residential address) who is
presently employed with us and holding the position of _____ as our
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to submission of a bid pursuant to Tender Document No.....
dated (insert Tender Document No. and date of issue) issued by AIESL including signing and
submission of all documents and providing information/responses to AIESL in all matters in
connection with our Bid.

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

Dated this the _____ Day of _____ 202X

For _____
(Name, Designation, Signature and Address)

Witness 1 Name & Signature

Witness 2 Name & Signature _____

Accepted

(Name, Title and Address of the Attorney)

Date: _____



Annexure D: Format: Power of Attorney for Signing of Bids Format:
Bidder’s Undertaking

[On letterhead of the Bidder]

From

[Name of Bidder]
[Address of Bidder]

Date: [insert date], 202X

To

Dear Madam/Sir,

Subject: Tender for Group Mediclaim Services for EMPLOYEEs of AIESL

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

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

Dated this ___ day of , 202X

(Signature)

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

In the capacity of ___[position]

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



Annexure E: Format: Undertaking Regarding Outsource agency, Other Providers (if applicable)

[On letterhead of the Bidder]

From

[Name of Bidder]
[Address of Bidder]

Date: [insert date], 202X

To

Dear Madam / Sir,

Subject: **Group Mediclaim Services for EMPLOYEEs of AIESL**

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

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

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

We hereby undertake to be solely responsible for compliance of and will comply with applicable law including all IRDAI regulations.

Dated this ___ day of , 202X

(Signature)

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

In the capacity of ___[position]

Enquiry Ref: IE/7-4/360
Date: 14 December 2023

AI Engineering Service Ltd,



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



Annexure F: Terms & Conditions of Group Medclaim Services

1. The Terms and Conditions of the Group Medclaim Services should be same as the previous Policy. (Prospective bidders are requested to kindly email for the same.)
2. Family Definition: EMP + Spouse + Two dependents children + Two parents/parents-in-law. Either set of parents / parents in laws can be covered. Cross selection is not allowed.
3. Sum Insured –
 - a. INR 5,00,000/- per family.
4. The cover includes pre-existing diseases/ conditions / benefits.
5. 30 Days exclusion condition is waived off.
6. Waiting period for specified diseases/aliments/conditions is waived off.
7. Maternity limits - Rs. 50,000 for Normal & Rs. 75,000/- for Caesarean delivery, Claim in respect of delivery for only first two biological children of the insured member.
8. The corporate buffer of Rs. 75 Lakhs. Corporate buffer is applicable only for critical illness up to the sum insured per family.
9. Provision of enhancement of personal top up per family ranging from Rs.2,50,000/- to Rs. 20,00,000/-
10. Midterm addition of Employee and Dependents will be permitted for new joiners. Dependents of existing employees may be added only in case of marriage of employee or in case of childbirth. Appropriate premium to be charged as applicable on prorated basis for new joiners.
11. If intimation of claims is made after 30 days, co-pay of 10% will be applicable. This co-pay will be over and above all other conditions of policy.
12. Reasonable and customary clause which is integral part of floater policy clause shall not be waived. It will remain operating part of this proposal.
13. Proportionate deduction clause remains applicable even if it is not mentioned in the RFQ.
14. Any additions during the policy will be on prorated basis.
15. All Critical Illnesses should be covered in the policy (for example but not limited to: CANCER, HEART ATTACK, OPEN CHEST CABG, OPEN HEART REPLACEMENT OR



REPAIR OF HEART VALVES, COMA OF SPECIFIED SEVERITY, KIDNEY FAILURE
REQUIRING REGULAR DIALYSIS, STROKE RESULTING IN PERMANENT SYMPTOMS,
MAJOR ORGAN / BONE MARROW TRANSPLANT, PERMANENT PARALYSIS OF LIMBS,
MOTOR NEURONE DISEASE WITH PERMANENT SYMPTOMS, MULTIPLE SCLEROSIS
WITH PERSISTING SYMPTOMS, etc.)

16. Claims to be settled within 30 days of receipt of claims forms by the selected bidders.
17. Selected bidders are required to provide breakup details of the claims to the employees in the registered email of the employees.
18. Failure to comply with points 17 and 18 would be treated as Service Deficiency.
19. The Terms and Conditions of the Policy should be the same as the present policy which will be provided on receipt of mail requesting the same.

Dated this ____ day of , 202X

_____(Signature)

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

In the capacity of ____[position]

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



Annexure G: Format: List of Supporting Documents (To be provided in Hard copy as well as Soft Copy)

- a. True certified copies of the registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last two years' renewal certificates: marked as Annexure **G-1**.
- b. Last two years "audited Balance Sheet and Profit and Loss Statement with Auditors" Report: marked as Annexure **G-2**.
- c. True certified copies which provides proof that the Insurance Company has a group health insurance services (excluding personal accident or travel cover) covering at least 2000 families for each of the last two completed financial years: marked as Annexure **G-3**.
- d. True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance (excluding personal accident or travel cover) of at least Rs. 10 crores in each of the last two completed financial years: marked as Annexure **G-4**.
- e. Proof for Incurred claim ratio.



Annexure H : Format: Checklist for Qualification Bid

[On letterhead of the Bidder]

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

No.	Document	Document No. (Reference no. to be provided in the Qualification Bid)	Submitted (Yes / No)	Page No
1	Bid Application Cover Letter	Annex – A		
2	Applicant Details	Annex – B		
3	Power of Attorney	Annex – C		
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions	Annex – D		
5	Undertaking by the Bidder to use the services of only those outsourced agency and similar agencies that fulfil the criteria specified in the Tender Documents and/ or meet provisions as per regulations of IRDAI	Annex – E		
6	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions	Annex – F		
7	True certified copies of the registration granted by the IRDAI & and last two years' renewal certificates	Annex – G-1		
8	Last 2 Years" audited Balance Sheet and Profit and Loss Statement with Auditors Report"	Annex – G-2		
10	True certified copies which provides proof that the Insurance Company has group health insurance services (excluding personal accident or travel cover) covering at least 2250 families for two of the last three completed financial years	Annex – G-3		
11	True certified copies from chartered accountant which provides proof that the Insurance Company has Gross Direct Premium Income from Health Insurance of at least Rs. Rs 10 crores in each of the last two completed financial years	Annex – G-4		
12	Proof of Incurred Claim Ratio.			

Enquiry Ref: IE/7-4/360
Date: 14 December 2023

AI Engineering Service Ltd,



Dated this ____ day of , 202X

(Signature)

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

In the capacity of ____ [position]

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



Annexure I : List of EMPLOYEES of AIESL and their Families

List will be provided to prospective bidders on receipt of email requesting the same.



Annexure J

INTEGRITY PACT

Between

AI Engineering Services Limited (AIESL) hereinafter referred to as “**The Principal**”,

And

_____ hereinafter referred to as “**The Bidder/ Contractor**”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd.. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any



- advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression



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1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AI Engineering Services Ltd.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



6. The Monitor will submit a written report to the Chairman, AI Engineering Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AI Engineering Services Ltd. Board.
8. If the Monitor has reported to the Chairman AI Engineering Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AI Engineering Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

Section 10 - Other provisions

1. This agreement is subject to India Law. Place of performance and jurisdiction as the Registered Office of the Principal, i.e. Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership; or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

(Office Seal)

Place : _____
Date : _____

Witness 1:
(Name & Address) : _____

Enquiry Ref: IE/7-4/360
Date: 14 December 2023

AI Engineering Service Ltd,



Witness 1:

(Name & Address) :



Financial Bid:-

Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date], 202X

To

Dear Madam / Sir,

Subject: Financial Bid for Implementation of Group Mediclaim Services for EMPLOYEEs of AIESL

With reference to your Tender Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the Insurance Contract(s) for the implementation of Group Mediclaim Services for FIXED TERM EMPLOYEEs of AIESL. Our details have been set out in our Qualification Bid.

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



5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that AIESL is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise AIESL of the same immediately.
8. We are quoting the following Premium:

NO.	Cover	Number of EMPLOYEE's	Annual Premium per employee (in Rs.) inclusive of GST/all other taxes / expenses	Total Premium (AXB)
		(A)	(B)	(C)
1	Rs. 5,00,000/- cover per EMPLOYEE and Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization Expenses.	2861	Rs..... (Rupees only)	Rs..... (Rupees only)

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



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12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of AIESL carefully. We understand that except to the extent as expressly set forth in the Insurance Contract, we shall have no claim, right or title arising out of any documents or information provided to us by AIESL or in respect of any matter arising out of or concerning or relating to the Bidding Process.

 13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against AIESL if the Insurance Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

 14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at New Delhi will have exclusive jurisdiction in the matter.

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

Dated this ___ day of , 20XX

(signature)

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

In the capacity of ____ [position]

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