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**MMTC LIMITED, NEW DELHI**

**(A Govt. of India Enterprise)**

Tender No. MMTC/MED. ADMN/TPA/2/2023-24

11.08.2023

**TENDER FOR TPA – MEDICAL BILLS**

Name of the work: **APPOINTMENT OF THIRD PARTY AUDITOR FOR MEDICAL BILLS**



**NOTICE INVITING E-TENDER/TENDER FOR APPOINTMENT OF THIRD PARTY  
AUDITOR (TPA) FOR MEDICAL BILLS**

Tender No. MMTC/MED. ADMN/TPA/2/2023-24

11.08.2023

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**APPENDIX**

Sl.No.	Particulars	Details
1	Last date & time for downloading of tender document	4 <sup>th</sup> September 2023 up to 1200 hrs
2	Validity of bid	30 days from the opening of tender
3	Earnest money deposit (EMD) favoring "MMTC Limited" through e-payment.	Rs.30,000/-(Rupees Thirty Thousand only)
4	Last date & time of Tender (two bids) submission :	4 <sup>th</sup> September 2023 up to 1200 hrs
5	Technical bid's opening date and Time Financial bid's opening date and Time	4 <sup>th</sup> September 2023 up to 1500 hrs 4 <sup>th</sup> September 2023 up to 1600 hrs
6	Period of contract	One year from the date of issue of work order.
7	Place of opening of tender	General Manager, Administration (Medical), MMTC Limited, Core No.1, SCOPE Complex (2 <sup>nd</sup> Floor), Institutional Area, Lodi Road, New Delhi – 110 003 TEL.NO.011-24381426 <a href="mailto:aq@mmtclimited.com">E.MAIL: aq@mmtclimited.com</a>
8	Currency of the bid	INR (Bidder should include details of all applicable taxes & duties in their bid. No claim There of will be considered afterwards.)

N.B.- Financial bid or rate should not be reflected in any case in the Technical Bid either through E-mode or in Hard Copy.



**NOTICE INVITING E-TENDER FOR APPOINTMENT OF THIRD PARTY AUDITOR (TPA)  
FOR MEDICAL BILLS**

**Tender No. MMTC/MED. ADMN/TPA/2/2023-24**

**11.08.2023**

**INFORMATION AND INSTRUCTION FOR BIDDERS**

MMTC Limited (A Govt. of India Enterprise) invites e-bids for Appointment of THIRD PARTY AUDITOR - TPA for Medical Bills from eligible bidders fulfilling criteria as mentioned in point no. 5 of this tender documents.

The bidder shall provide an undertaking, duly signed and stamped by its authorized officer, that they have examined and understood the tender document, including amendments, if any, and agree to abide by to all terms and conditions. In case, if any of the terms of this tender is not acceptable to bidder, a deviation statement must be submitted along with tender document otherwise a NIL Deviation letter is to be provided with bid document.

The General Manager, Administration (Medical), MMTC Limited., New Delhi reserves the right to reject any or all offers without assigning any reason thereof. Any clarification may be sought on any issue of the tender may be taken up with GM,(Medical), MMTC Limited, New Delhi in writing or by e-mail not later than two working days prior to the submission/opening date of the tender.

The offers should be complete in all respects along with Annexure I (Financial bid) and supporting documents.

Under Public Procurement Policy for Micro and Small Enterprises (MSE), a minimum 20% share out of the total procurement of goods and services by Central Ministries/Departments/Public Sector Undertakings are to be made from MSE"s. Further, out of 20% target of annual procurement from MSEs, a sub-target of 4% is ear marked for procurement from MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) Entrepreneurs, preference will be given to firms registered with the Ministry of MSME. MSMEs registered parties are required to submit registration certificate and they will be eligible for the benefits as applicable to them under MSMEs at 2006.

In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.



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**PROCEDURE & HELP TO SUBMIT E- BID**

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed and stamped offer on letter head
2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.
3. Bidders are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
  - For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
  - Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
  - Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
  - For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk.

**NOTE:** Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.



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**GENERAL TERMS AND CONDITIONS**

**1. SUBMISSION OF TENDER:**

**E- mode** :The bidders shall submit the tender in **E-mode only**. Self certified scanned copies of technical bid documents are required to be furnished through e-mode in the TECHNICAL BID. The Financial bid shall also be submitted in the prescribed format in the e-mode only.

**2 EARNEST MONEY DEPOSIT(EMD)** shall be submitted for an amount of Rupees 30,000/ (Rupees Thirty thousand only) through e-payment gateway integrated. If exempted kindly enclose certificate in support of exemption.

The EMD of unsuccessful bidders will be returned and shall not carry any interest/accrued interest, after the award of the contract to the successful bidder.

The EMD/Security Deposit will be forfeited if the bidder –

- Withdraws its bid during the validity period of the bid
- Withdraws from the empanelment during period of empanelment, if selected.
- Do not accept the correction of errors & terms and conditions of empanelment
- In case of successful bidder, if the bidder fails to sign/execute the contract/refuses to accept work order.
- The empanelled TPA refuses to take up the job assigned

**3. Validity OF BID**

- 30 days from the date of opening of tender.

**4. PERFORMANCE/SECURITY DEPOSIT**

The EMD deposited by the successful bidder shall be converted into performance/security deposit after issue of work order and shall not carry any interest. The performance/security deposit will be returned to successful bidder on their request after completion of all contractual obligations.

**5. SCOPE OF WORK**

MMTC Limited (A Government of India Enterprise) has empanelled some of the hospitals located in Delhi/NCR and other cities in India for extending medical treatment under hospitalization to beneficiaries of MMTC. Empanelled hospitals are required to provide in-patient treatment under agreed terms and conditions, being amended from time to time. MMTC desires that hospitalization bills raised by empanelled hospitals for in-patient treatment provided to its beneficiaries are to be examined/scrutinized, before making payment, by the licensed TPA engaged, empanelled and authorized to conduct such medical Auditor. The scope of work to be performed by TPA(s) in brief is as follows:-



- Copy of authorization letter issued by MMTC to empanelled hospitals for in-patient treatment to beneficiaries of MMTC will be provided to TPA.
- All hospital bills, preferably exceeding Rs.50,000/- will be sent to TPA for medical Auditor. In case of treatment availed from non-empanelled hospital in emergency, the claim submitted by employees will be forwarded to TPA for scrutiny of bills as per CGHS rates amended from time to time. Treatment including Ayurveda, Siddha, Unani, Yoga & Naturopathy and Homeopathy medicines are also to be covered as per CGHS Rules amended from time to time.
- Upon receipt of bills from MMTC, TPA has to examine/scrutinize the admissibility of amount claimed by empanelled hospitals with due diligence and efficiency, in accordance with generally accepted professional techniques.
- TPA shall provide its views/recommendation within 15 working days with a receipt of bills for payment/any recoveries. In case of any clarification is sought from hospitals/MMTC, whether received or awaited, TPA has to send their views/recommendations within 30 days to avoid delay in settlement of bills of empanelled hospitals by MMTC.
- TPA shall recommend recovery of such unrelated charges.
- TPA is required to send back all the bills checked within maximum of two week of time month.
- MMTC, if so desires, may take professional/technical assistance of TPA for empanelment of hospitals.
- MMTC reserves the right to appoint one or more TPA for the purpose without assigning the reasons thereof.
- TPA will be paid charges as decided through E-payment upon receipt of bills and making deductions of statutory taxes etc.
- Any other work, which may be mutually discussed and assigned, before signing of the contract on the same terms and conditions of the agreement.
- TPA shall not engage any sub-contractor or transfer assign or otherwise part with the tender either directly or indirectly the contract to any other person.
- MMTC reserves the right to reject part or all the offers without assigning any reason.
- MMTC reserves the right to postpone the date of opening of the tender or to cancel any/all tender without giving any reason whatsoever. Any request or deviation from the bidders to postpone or change the date and time will not be considered.
- Nothing under this agreement shall be construed establishing or creating between the parties any relationship of master of Servant or Principal of Agents b/w MMTC & TPA.



## **6. ELIGIBILITY CRITERIA**

- The TPA bidder must be a legal entity (Copy of Aadhar Card /PAN/ Certificate of Registration etc. must be submitted in support of same).
- The TPA must have a valid license issued by IRDA to function as a TPA for medical Auditor (copy must be provided).
- The TPA bidder must have professionally managed team having expertise in scrutiny/checking of bills(Certificate in this regard with certification must be provided).
- The TPA must have an experience of three years for scrutiny/processing/Auditor of medical bills/cases/Auditor with Pan-India network. The experience certificate should be supported by Work Orders and end-user certificate regarding satisfactory performance issued to TPA by end-users for rendering satisfactory services of similar nature during immediately preceding 03 years (supporting documents must be enclosed).
- The TPA must give an undertaking that they have not been barred/blacklisted by any Government Department/PSU.
- The TPA shall enclose attested copies of PAN/TAN/GST Registration etc. along with bid document.
- All bidding documents must be submitted duly self-certified with stamp and seal of authorized officer of the TPA.

## **7. EVALUATION OF THE BID**

Upon scrutiny of Technical Bids, Bidders who qualify the eligibility as per technical bid will be considered for opening of price Bid.

- The successful bidder shall be decided based on meeting the eligibility criteria mentioned in this document on basis of lowest charges quoted per bill (excluding statutory taxes etc Statutory taxes etc. are to be shown/specified separately).
- Price quoted shall not be subject to any revision/escalation during the period of contract.
- The successful bidder will be required to enter into a separate contract with MMTC to accept and undertake the Audit of Medical Bills, within a period of 10 days from the date of issue of letter of offer/award.

## **8. DURATION OF CONTRACT**

The SUCCESSFUL BIDDER should commence the services on the date mutually agreed by both the parties. The tenure of the contract will be for a period of one year which may be extended for another one year on the same rates & conditions for such period as may be agreed to subject to the satisfactory services rendered by the party and on mutual consent.





## **9. TERMS OF PAYMENT**

- Bills are to be raised on Administration (Medical) Division, MMTC Ltd., Core No.1, Scope Complex, New Delhi and payment for admissible bills will be made within 20 working days of receipt of bills in MMTC after deduction of applicable taxes etc.
- Any clarifications/corrections/modifications, if required in the bill, will be sought from the TPA within 05 working days from the date of receipt of bill. After re-submission, the bill will be processed and payment will be made within 20 days after the receipt of corrected bills.
- In case of any disagreement between MMTC and TPA on any part of the bill, such part may be severed from the rest. Payment and admissible part may be processed as per laid down procedure while the disputed part can be dealt as per contractual provision vis-à-vis conciliation, dispute resolution, arbitration as mentioned in this E-Tender.
- Successful bidder shall submit Bank Account Details i.e. Account Number, Name and Branch of the Bank, IFSC Code etc. enclosing a cancelled cheque of the same Bank Account in the Vendor Registration Form to be provided by MMTC.
- Payment to TPA as per offer / award letter decided per bill may be released through e-payment only.

## **10. RISK PURCHASE**

If the successful bidder after opening of Price Bids fails to abide by the terms and conditions of this E-Tender/fails to discharge its liabilities, MMTC shall have the right to Forfeit the EMD/Security Deposit.

- The cost difference between the alternative arrangement and price agreed between MMTC and successful bidder will be recovered from successful bidder alongwith other incidental charges, taxes etc.

## **11. CONFIDENTIALITY**

Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract.

## **12. TERMINATION**

The contract between MMTC Ltd. and the successful bidder can be terminated in the following cases:

- In case of any violation of any terms and conditions of the tender or unsatisfactory services performed by the Third Party Auditor, MMTC solely reserves the right to terminate the Agreement at any point of time without assigning any reasons to the service provider. And MMTC shall be entitled to retain full or a part of the security



- deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract or otherwise. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
- By mutual consent by giving one months notice by either of parties to contract if there is any deviation from terms and conditions of the contract , however, if deviation from the terms and conditions is from the successful bidder then the Bidder shall be bound by Risk Purchase Clause mentioned in the agreement..

### **13. ARTBITRAION:**

#### **In case the bidder is Govt. Dept/Public Sector Undertaking the following clause will be followed for arbitration:**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises( CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

#### **In case the bidder is not a Govt. department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the beach thereof shall be settled by amicably at first instance. If, however, the parties fails to resolve amicably, the same shall be referred to and settled through arbitration in accordance with the rule of arbitration of the “SCOPE”. The award made in pursuance thereof shall be binding on the parties. The law governing the contract shall be Indian Laws. The language of arbitration shall be English. The Venue of arbitration shall be New Delhi only.

### **14 INDEMNITY CLAUSE:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.



#### **15. APPLICABLE LAW AND JURISDICTION CLAUSE:**

All matters connected with this shall be governed by Indian Laws both substantive and procedural.

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

#### **16 HOLIDAY LISTINGS:**

“Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.”

#### **17 FORCE MAJEURE :**

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, acts of God and acts of Government, fires, floods, explosions, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority.

#### **18 Fraud Prevention Policy Clause:**

- 1) Commitments of the bidder(s) / contractor(s) / buyer(s) / vender(s): the bidder(s)/contractor(s)/buyer(s)/vender(s) shall be bound to take all measures necessary to prevent fraud and corruption while dealing with MMTC they agree and undertake to observe the principles/provisions as laid down in “fraud prevention policy” of mmtc (full text of which is available on MMTC’s website at [http:// mmtc limited.com](http://mmtc.limited.com) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

a. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) 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)/buyer(s)/vender(s) shall 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 cartelization in the bidding process.

c. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of ipc/prevention of corruption act; further the bidder(s)/contractor(s) /buyer(s)/vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not instigate third person to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

e. The bidder(s)/ contractor(s)/ buyer(s)/ vender(s) if in possession of any information regarding fraud/ suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

2) Disqualification from tender process and exclusion from future contracts: if the bidder(s)/contractor(s)/buyer(s)/ vender(s), before award or during execution has committed a transgression through a violation of "fraud prevention policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the bidder(s)/contractor(s)/buyer(s)/ vender(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/ contractor(s)/ buyer(s)/ vender(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

## **19 NOTICE :**

All notices, requests, demands and other communications under this agreement shall be made in writing only shall be deemed to have been duly given if delivered by hand or is delivered to the registered address of the parties only.

**ANNEXURE-I****MANDATORY INFORMATION**

1	Name of third party administrator	
2	Postal Address, Registered Office of the company/Firm etc.	
3	Registration Number	
4	Licence No. & Date	
5	Validity of the Licence	
6	NAME of the Authorized Person along with contact details.	
7	Other offices of TPA in India, (Yes/No, Please attach necessary details)	
8	Minimum Paid up Capital	Rs.
9	Whether at least one of the Partners/Directors of the TPA is qualified Doctor registered with Medical Council of India. If yes, please furnish full details..	
10	Number of network hospitals and number of hospitals where discount rates obtained.	
11	Qualification and Experience:- Those who are eligible and having experience of process of case (s) medical bills AUDITOR for minimum three years with Pan India Network. Copy of the experience Certificate along with Pan India Network Details may also be enclosed.	

- Attach certified copy of Memorandum and AOA
- List of attachments

Signature \_\_\_\_\_

(Authorized Signatory)



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**Financial Bid**

S. No	Description	Rate in Rs.
1.	RATE TO BE CHARGED FOR ASSIGNED SCOPE OF WORK (INCLUSIVE OF APPLICABLE TAXES)	

Total Amount: \_\_\_\_\_

Amount in words: (Rupees \_\_\_\_\_ only)

Signature \_\_\_\_\_

(Authorized Signatory)

