

# **TENDER DOCUMENT**

for

**Providing Support Services of Smart Card Issuance  
and Claim Management**

**for Implementation of**

**“Himachal Pradesh Universal Health  
Protection Scheme”**

**In the State of Himachal Pradesh**

**Government of Himachal Pradesh**

**Department of Health & Family Welfare**

**HP Swasthya Bima Yojna Society**

**Thakur Villa, Kasumpti, Shimla-9**

**Released on 02.06.2017**

**STATE GOVERNMENT OF HIMACHAL PRADESH  
DEPARTMENT OF HEALTH & FAMILY WELFARE**

**TENDER NOTICE**

**SUPPORT AGENCY FOR HIMACHAL PRADESH UNIVERSAL HEALTH  
PROTECTION SCHEME**

Competitive Quotations are invited from **Competent Agencies** to carry out the smart card issuance and Claim Management function under Himachal Pradesh Universal Health Protection Scheme (HPUHPS) for approved category of families in Twelve **Districts of Himachal Pradesh. The name of the districts are** Bilaspur, Chamba, Hamirpur, Kangra, Kinnaur, Kullu, Lahul Spiti, Mandi, Shimla, Solan, Sirmaur and Una.

The Technical and Financial bids will be evaluated by the Bid/Tender Evaluation Committee duly constituted by the **State Government**. Financial bids of only the technically qualified bidders shall be opened by the State Government for awarding of the contract. The following schedule will be observed in this regard.

Tender reference No	01
Date of issue of Tender Document	02.06.2017
Pre-bid meeting venue	State Health &FW Training Centre Parimahal
Date and Time for pre-bid meeting	14.06.2017 at 11.00AM
Last Date for Receiving Queries	12.06.2017 at 11.00AM
Last Date for uploading of answers to the queries	16.06.2017 up to 05.00PM
Last Date and Time for submission of Bids	24.06.2017 up to 03.00PM
Date & Time of opening of Technical Bids	24.06.2017 at 04.00PM
Date & Time of opening Financial Bids	28.06.2017 at 11.30AM
Contact Person, Phone No.	CEO (01772629840)
Email id	ceorsbyhp@gmail.com
Address for Communication:	Chief Executive Officer HP Swasthya Bima Yojna Society, Thakur Villa, Kasumpti, Shimla-171009
Complete Tender details	Available on <a href="http://www.hphealth.nic.in">www.hphealth.nic.in</a> , <a href="http://www.nrhmhp.gov.in">www.nrhmhp.gov.in</a> or can be obtained from Society office in any working day from 1030 hrs to 1630hrs.

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## **PART I- Information to the bidder**

### **1. The Scheme**

The name of the scheme shall be “**HIMACHAL PRADESH UNIVERSAL HEALTH PROTECTION SCHEME**” (HPUHPS).

### **2. Objective**

To improve access, of enrolled beneficiaries and their families to quality healthcare for cashless treatment of diseases involving hospitalization through empanelled healthcare providers.

### **3. Beneficiaries**

The scheme is intended to benefit the families who are not covered under Rashtriya Swasthya Bima Yojna (RSBY), Mukhya Mantri State Health Care Scheme (MMSHCS) or Medical Reimbursement. Therefore, tenders are invited to cover an estimated number of 5,00,000 families of the State.

**Note:1:In addition to the estimated number of beneficiaries as given above, the State Government/State Nodal Agency may add more Beneficiaries to the scheme. The Same terms and conditions shall be applicable to additional beneficiary families.**

### **4. Enrolment unit and its definition**

#### ***4.1 Unit of Enrolment***

The unit of enrolment for HPUHPS is family.

#### ***4.2 Size of Family***

There will be no family cap. Maximum five members can be enrolled in a smart card so if the family size will be more than five, one additional card will be given to the family.

#### ***4.3 Definition of Family***

- a. A family would comprise the head of the family, spouse, and dependents.
- b. If the spouse of the head of the family is listed in the beneficiary database, the spouse shall mandatorily be part of the Beneficiary Family Unit.
- c. If the head of the family is absent at the time of enrolment, the spouse shall become the head of the family for the purpose of HPUHPS.
- d. The head of the family shall nominate dependants, as part of the Beneficiary Family Unit.

### **5. Benefits**

#### ***5.1 Benefit Package***

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

- a. Coverage for meeting expenses of hospitalization for medical and/or surgical procedures, **including maternity benefit and new born care**, to the enrolled families for up to INR 30,000/- per family per year, subject to limits, in any of the empanelled healthcare providers in Himachal. The benefit to the family will be on floater basis, i.e., the total reimbursement of INR 30,000/- can be availed individually or collectively by members of the family per year.
- b. Coverage of meeting expenses of hospitalization for surgical procedures to the enrolled families for up to ₹1,75,000/- (in addition to Rs. 30,000) per family per year on family floater basis under Critical Care Package for treatment of:-
  - i. Cardiac and Cardiothoracic Surgeries
  - ii. Genito Urinary Surgery
  - iii. Neurosurgery
  - iv. Radiation Oncology
  - v. Trauma
  - vi. Transplant Surgeries,
  - vii. Spinal Surgeries,
  - viii. Surgical Gastro Enterology
  - ix. Hemophilia
  - x. Cancer
- c. Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Appendix 1**.
- d. Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The HPUHPS provide coverage for the defined day care treatments/ procedures as given in **Appendix 2**.
- e. Provision for transport allowance of ₹ 100 per hospitalisation subject to an annual ceiling of ₹ 1000 shall be a part of the basic package. This will be provided by the hospital to the beneficiary at the time of discharge in cash.
- f. Provision for transport allowance of ₹ 1000 per hospitalisation subject to an annual ceiling of ₹ 3000 shall be a part of the critical care package. This will be provided by the hospital to the beneficiary at the time of discharge in cash.
- g. Pre and post hospitalization costs up to 1 day prior to hospitalization and up to 5 days from the date of discharge from the hospital shall be part of the package rates under basic Package.
- h. Pre and post hospitalization costs up to 15 day prior to hospitalization and up to 60 days from the date of discharge from the hospital shall be part of the package rates under critical care Package.
- i. Screening and Follow up care as separate day care packages. This is separate from pre and post hospitalisation coverage as mentioned in **Section 5.1(e)** above.

- j. Maternity and newborn children will be covered as indicated below:
  - i. It shall include treatment taken in hospital/nursing home arising out of childbirth, including normal delivery/ caesarean section and/or miscarriage or abortion induced by accident or other medical emergency subject to exclusions given in **Appendix 1**.
  - ii. Newborn children shall be automatically covered from birth upto the expiry of the policy for that year, for all the expenses incurred in taking treatment at the hospital as in-patient. This benefit shall be a part of basic sum insured and new born children will be considered as a part of the insured family member till the expiry of the policy subject to exclusions given in **Appendix 1**.
  - iii. The coverage shall be from day one of the inception of the policy. However, normal hospitalisation period *for both mother and children* should not be less than 48 hours *post-delivery*.

**Note:**

- i. For the ongoing benefit period until its renewal, new born children will be provided all benefits under HPUHPS and will NOT be counted as a separate member even if five members of the family are already enrolled.
- ii. Verification for the newborn can be done by any of the existing family members who are enrolled in HPUHPS through the same smart card as that of the mother.

**5.2 Package Rate**

The HPUHPS's liability for any medical or surgical treatment, procedure or intervention or listed day care procedure under the benefits package shall be no more than the package rates for that medical or surgical treatment, procedure or intervention or listed day care procedure that is set out in **Appendix 2**. If hospitalization is due to a medical condition, a flat per day rate will be paid depending on whether the beneficiary is admitted in the General Ward or the Intensive Care Unit (ICU).

These package rates (in case of surgical procedures or interventions or day care procedures) or flat per day rate (in case of medical treatments) will include:

- a. Registration Charges
- b. Bed charges (General Ward)
- c. Nursing and Boarding charges
- d. Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
- e. Anaesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
- f. Medicines and Drugs
- g. Cost of Prosthetic Devices, implants
- h. X-Ray and other Diagnostic Tests etc.
- i. Food to patient
- j. Expenses incurred for consultation, diagnostic test and medicines up to 1 day before the admission of the patient and cost of diagnostic test and medicine up to 5 days of the discharge from the hospital for the same ailment / surgery

- k. Transportation Charge of Rs. 100/- under Basic Package and Rs. 1000/- under Critical Care Package (payable to the beneficiary at the time of discharge in cash by the hospital)
- l. Any other expenses related to the treatment of the patient in the hospital

The package rates can be amended by the State Nodal Agency at any point of time.

Provided that the beneficiary has sufficient cover remaining at the time of seeking treatment, surgical or medical procedure or intervention or day care procedure for which package rates have been decided, claims by the empanelled healthcare provider will not be subject to any pre-authorization process by the Selected Agency (SA).

## **6. Eligible healthcare providers**

All the hospitals currently empanelled for Rashtriya Swasthya Bima Yojana (RSBY) and Mukhya Mantri State Health Care Scheme (MMSHCS) will also provide services to the Himachal Pradesh Universal Health Protection Scheme (HPUHPS) beneficiaries.

NO separate empanelment process will be done for HPUHPS by the SA.

## **7. District Key Manager and Field Key Officer**

The District Key Manager (DKM) is a key person in HPUHPS responsible for executing very critical functions for the implementation of HPUHPS at the district level. The DKM of RSBY/MMSHCS will also act as DKM for HPUHPS. DKM is provided a security card through which FKO cards are personalised and issued. The roles and functions of DKM have been provided in **Appendix 4**.

The Field Key Officer (FKO) is a field level Government officer, or any other functionary nominated by DKM, who is responsible for verifying the identity of the beneficiary head of the household. The FKOs for RSBY/MMSHCS will also act as FKO for HPUHPS. The FKO does this process through their fingerprint and smart card called the Master Issuance Card (MIC), provided for this purpose by the Government. The roles and functions of FKO have been provided in **Appendix 4**.

## **8. Activities to be done by Support Agency (SA)**

### **8.1 Enrolment of beneficiaries**

The enrolment of the beneficiaries will be one of the major tasks to be undertaken by the Support Agency with support of State Nodal Agency. The selected agency will enrol the beneficiaries by capturing data and biometric information of family and will issue the Smart Card, directly or through Smart Card Vender and handover the same to the beneficiaries at enrolment station/village level itself during the enrolment period. Further, after completion of enrolment period, the Support Agency will setup a permanent enrolment centre at District level (one at each District) agreed by the Government /State Nodal Agency after the enrolment period is over, to provide the smart card for remaining beneficiaries. It will be the responsibility of concerned Deputy Commissioner at District level and SDM at Sub Division Level to identify the



beneficiary through concerned Department/Panchayat Secretary at the time of enrolment/card issuance. The enrolment process is proposed from July onwards and they will have to complete the process within six months.

While preparing the roster for enrolment stations, the Support Agency must take into account the following factors:

- Number of enrolment kits that will need to be deployed simultaneously.
- Location of the enrolment stations within the village or urban area.

The process of enrolment/renewal shall be as under:

- a. The Support Agency or its representative will arrange for the 64KB smart cards as per the guidelines provided in **Appendix 3**. The latest version of certified Enrolment Software, as provided by State Nodal Agency, shall be used for enrolment of beneficiaries and issuance of smart card.
- b. The Smart cards issued will be valid for five years.
- c. The Support Agency will commit and place sufficient number of enrolment kits and trained personnel for enrolment in a particular district based on the population and geographical conditions of the district so as to ensure enrolment of the targeted number of families in the district within the stipulated time. The details about the number of enrolment kits along with the manpower requirement have been provided in **Appendix 5**. It will be the responsibility of the Support Agency to ensure that enrolment kits are in working condition and adequate manpower, as per **Appendix 5**, is provided from the 1st day of the commencement of enrolment in the district. Support Agency should provide for 10% additional kits, which should be under the control of district officials for emergency use.
- d. The Support Agency shall be responsible for choosing the location of the enrolment stations within each village/urban area that is easily accessible to the maximum number of beneficiary family units.
- e. An enrolment schedule shall be worked out by the Support Agency, in consultation with the State Government/State Nodal Agency and district/block administration, for each village in the project districts.
- f. It will be responsibility of State Government/State Nodal Agency to ensure availability of sufficient number of Field level Government officers/ other designated functionaries who will be called Field Key Officers (FKO) to accompany the enrolment teams as per agreed schedule for verification of identified beneficiaries at the time of enrolment.
- g. Support Agency will organise training sessions for the enrolment teams (including the FKOs) so that they are trained in the enrolment process.
- h. The Support Agency shall conduct awareness campaigns and publicity of visits by the enrolment team, for enrolment of beneficiary family units, well in advance of the commencement of enrolment in a district. Such awareness campaigns and advance publicity shall be conducted in consultation with the State Nodal Agency and the district administration in respective villages and urban areas to ensure the availability of maximum number of beneficiary family units for enrolment on the agreed date(s).
- i. Support Agency will place a banner in the local language at the enrolment station providing information about the enrolment and details of the scheme etc.
- j. The enrolment team shall visit each enrolment station on the pre-scheduled dates for enrolment/renewal and/or issuance of smart card.

- k. The enrolment team will collect the family details, photograph and fingerprint data on the spot for each member of beneficiary family which is getting enrolled in the scheme.
- l. The beneficiary will provide all the information and undertaking at the time of enrolment/card issuance that he is not availing benefit under Rashtriya Swasthya Bima Yojna (RSBY), Mukhya Mantri State Health Care Scheme (MMSHCS) or any other Medical Reimbursement scheme.
- m. At the time of enrolment/renewal, FKO shall:
  - a. Identify the head of the family in the presence of the Support Agency representative.
  - b. Authenticate them through their own smart card and fingerprint.
  - c. Ensure that re-verification process is done after the card is personalized.
- n. The beneficiary will re-verify the smart card by providing their fingerprint so as to ensure that the smart card is in working condition.
- o. It is mandatory for the enrolment team to handover the activated smart card to the beneficiary at the time of enrolment itself.
- p. At the time of handing over the smart card, the Support Agency shall collect the premium of Rs.1/- per day i.e. Rs. 365/- for one year and Rs. 1,000/- for three years if the beneficiary family intends to enrol for three years under the scheme, from the beneficiary. The Support Agency will be remitting the premium amount collected from the beneficiaries to the bank account of State Nodal Agency twice in a week and will submit the complete details of the beneficiaries through soft and hard copies (every third day).
- q. Since the Support Agency has to collect the premium from the beneficiaries the Support Agency will have to submit the security of Rs. 50 Lakh in a shape of FDR duly pledged in favour of CEO, HPSBYS or bank guarantee, to State Nodal Agency. The bank guarantee can be withdrawn after the completion of the contract with the Support Agency.
- r. The Support Agency shall also provide a booklet to the beneficiary, in the prescribed format, along with the smart card indicating at least the following:
  - a. Details about HPUHPS benefits.
  - b. Process of availing the benefits under HPUHPS.
  - c. Start and end date of the period.
  - d. List of the empaneled network hospitals along with address and contact details.
  - e. Location and address of district kiosk and its functions.
  - f. Names and details of key contact person/persons in the district.
  - g. Toll-free number of call center of the Support Agency.
  - h. Process for filing complaint in case of any grievance.
- s. To prevent damage to the smart card, a good quality plastic jacket should be provided to keep the smart card.
- t. The beneficiary shall also be informed about the date on which the card will become operational (month) and the date on which the policy will end.
- u. The beneficiaries shall be entitled for cashless treatment in designated hospitals on presentation of the smart card after the start of the policy period.
- v. The Support Agency shall provide the enrolment data to the State Nodal Agency regularly. The Support Agency shall send daily reports and periodic data to the State Nodal Agency as per guidelines prescribed.

- w. The biometric data (including photographs & fingerprints) shall thereafter be provided to the State Nodal Agency in the prescribed format along with the invoice submitted by the Support Agency to the State Nodal Agency as per the guidelines.
- x. The digitally signed data generated by the enrolment software shall be provided by the Support Agency or its representative to DKM on a weekly basis.
- y. A permanent enrolment centre should be set up by Support Agency providing all the necessary software, Hardware & manpower to conduct uninterrupted enrolment of beneficiaries.
- z. The Support Agency shall develop an application for capturing the actual demographic details of beneficiaries and also develop an application for transferring the claim data from State Server to its server electronically.

## **8.2 Claim Management**

The second major task for Support Agency will be the process of claim management. The following activities will need to be done by Support Agency for Claim Management

### **8.2.1 Receipt of Claims**

- a. Set up a server to receive the claims data from hospitals directly or through the server of State Nodal Agency.
- b. Receive claims data from the hospitals electronically without any physical papers

### **8.2.2 Settlement of Claims and Claim Turnaround Time**

- c. The beneficiary will visit the hospital, swipe his smart card and transaction recorded in the software installed in the hospital.
- d. The hospitals will upload the claims through TMS (Transaction Management System) to the server on daily basis.
- e. Doctor at Support Agency will analyse the claims data and decide that whether claim needs to be settled, rejected or investigated.
- f. Settle/ reject the claim within the specified time of 30 days as per the guidelines.
- g. The Support Agency shall process the claim data and submit the detail of approved claims to State Nodal Agency within 21 days of receipt of claim data electronically.
- h. Share the claim settlement/ rejection data online with the State Nodal Agency on a daily basis online.
- i. For those cases which needs an investigation carry out investigation including field visits and take final decision regarding the claim settlement.
- j. In case of any claim being found untenable, the Support Agency shall communicate reasons in writing to the designated authority of the District/State/Nodal Agency and the healthcare provider for this purpose within ONE MONTH of receiving the claim electronically.
- k. Rejection letters shall carry the details of the claim summary, rejection reason and details of the Grievance Committee Redressal. Such claims shall be reviewed by the State/ District Committee on monthly basis.
- l. Details of every claim which is pending beyond ONE MONTH will need to be sent to District/State Nodal Agency along with the reason for delay.

### **8.2.3 Right of Appeal and reopening of claims**

The Empanelled Healthcare Provider shall have a right of appeal to approach the Support Agency if they feel that the claim is payable. If the healthcare provider does not agree with the SAs' decision in this regard, it can appeal to the District and/or State Level Grievance Redressal Committee already existing for RSBY/MMSHCS. This right of appeal will be mentioned by the Support Agency in every repudiation advice. The SA and/ or Government can re-open the claim if proper and relevant documents, as required by the SA, are submitted.

## **8.3 Audits**

### **8.3.1 Medical Audit**

- a. The Support Agency shall carry out regular inspection of healthcare providers through periodic medical audits, to ensure proper care and counselling for beneficiaries at the healthcare providers.
- b. Specifically, the Support Agency shall conduct a periodic medical audit of a specified sample of cases, including random verification of admissions and claims. The medical audit should compulsorily be done by a qualified medical doctor (at least an MBBS) who is a part of the SA's organization or who is duly authorized by the Support Agency to undertake such medical audit.
- c. At least 3% of all the claims should be audited every year and details of this should be shared by Support Agency with State Nodal Agency in advance.

### **8.3.2 Beneficiary Audit**

For Beneficiaries who have been discharged, the Support Agency, on a random basis, must visit the Beneficiary's residence to verify the admission and treatment taken from the Empaneled Healthcare Provider along with their experience at the corresponding healthcare provider.

The format for conducting medical audit and the composition of team shall be shared by the Support Agency at the time of signing of agreement. At least 1% of the patients shall be audited for this purpose every year and details shall be shared with State Nodal Agency.

### **8.3.3 Fraudulent Claim**

- (a) The Support Agency shall be responsible for monitoring and controlling the implementation of the Scheme in the State of Himachal Pradesh.
- (b) In the event of a fraudulent Claim being made or a false statement or declaration being made or used in support of a fraudulent Claim or any fraudulent means or device being used by the Empanelled Health Care Providers or any of the enrolled Beneficiaries to obtain any benefits (each a Fraudulent Activity), then the Support Agency's sole remedies shall be to:
  - (i) refuse to honour a fraudulent Claim or Claim arising out of Fraudulent Activity or reclaim all benefits paid in respect of a fraudulent Claim or any Fraudulent Activity relating to a Claim from the Empanelled Health Care Provider and/or the Beneficiary that has undertaken or participated in a Fraudulent Activity; and/or

(ii) recommend to State Nodal Agency to de-empanel the Empanelled Health Care Provider that has made a fraudulent Claim or undertaken or participated in a Fraudulent Activity; and/or

provided that the Support Agency has provided the State Nodal Agency with reasonable evidence of such fraudulent Claim or Fraudulent Activity before exercising such remedies.

**8.3.4 Recommend suspicious hospitals for further investigation/ action:**

The agency will identify suspicious hospitals based on the claims data analysis. Further investigations can be done on those hospitals that can lead to even de-empanelment of such hospitals from the scheme. De-empanelment will be done by the State Nodal Agency only.

**8.3.5. Support in Grievance redressal related to hospitals:**

The support agency will carry out field based analysis on the instructions of State Nodal Agency based on the grievances received from the beneficiaries/ other agencies related to treatment at hospitals.

**9. Payment of Fees to Support Agency**

State Government/ State Nodal Agency will make the payment of agreed fees to the selected agency based on the quantum of services performed subject to adherence of guidelines.

**A. For Enrolment and related activities** – For enrolment and related activities including enrolment audit and district kiosk tie up, payment to Support Agency will be done based on the number of enrolment done and smart cards issued:

- a. The Support Agency or its representative(s) shall collect the premium each beneficiary family unit, at the time of enrolment and on delivery of the Smart Card. The premium so collected by the Support Agency shall be deposited in the bank account of State Nodal Agency.
- b. The Support Agency will raise the bill for Fees on the last day of the month in which enrolment occurs, in relation to enrolments completed in that month. Along with its invoice, the Support Agency shall provide the complete enrolment data (including personal data, i.e. photograph, biometric print images) to the State Nodal Agency in electronic form.

The State Nodal Agency shall pay the fees within 15 days of receipt of the invoice and enrolment data from the Support Agency.

Note:

- i. Fees payment to the SA will be based on reconciliation of invoice raised by the Support Agency and electronic enrolment data.
- ii. It will be the responsibility of the State Nodal Agency to collect the data downloaded from FKO cards from each of the districts.

- iii. Support Agency will need to submit on a weekly basis digitally signed enrollment data, generated by the enrollment software, to the DKMA.
- B. **For issuing smart cards in second or subsequent years** – For second and third/ subsequent year where the new cards to be issued (if needed) to the new family, the **cost of Smart Card issuance will be paid as per rate quoted for issuance of smart card.**
- C. **For recharging the smart cards in second or subsequent year (if needed).** For second/subsequent year if the smart cards are recharged then (if required), the **cost of Smart Card (estimated as Rs. 40 per card)**, will NOT be paid to the Support Agency and will be deducted from the cost to be paid to Support Agency.
- D. **For Claim Settlement, Medical Audits and Call Centre tie up** – For claim settlement and related activities, payment to be done to Support Agency based on number of unique claims received. Therefore, a rate of per claim received will need to be quoted by the agency for this tender. This payment will be done on a monthly basis based on number of unique claims received.

## **10. Period of Contract**

The Contract between the State Nodal Agency and the Support Agency shall become effective on the date of signing and shall continue to be valid and in full force and effect for a period of five years.

The decision regarding extending the contract of the Support Agency on yearly basis will be taken by the State Nodal Agency as per the parameters provided in **Appendix 6**.

Even after the end of the contract period, the Support Agency should ensure that all claim settlement services are available until the fulfillment of its obligations with the State Nodal Agency and settlement of claims from all hospitals received till the end date of the contract period.

## **11. Delivery of services by intermediaries**

The Support Agency may enter into service agreement(s) with one or more intermediary institutions for the purpose of ensuring effective implementation and outreach to beneficiaries and to facilitate usage by beneficiaries of benefits covered under this tender. The Support Agency will compensate such intermediaries for their services at an appropriate rate.

The role of these agencies may include among others the following:

- a. To manage and operate the enrolment process
- b. To manage and operate the claim settlement process
- c. Field Audit at enrolment stations and hospitals
- d. Provide IEC and BCC activities, especially for enrolment.

## 12. Project office and district office

Support Agency shall establish a separate Project Office at a convenient location for coordination with the State Government/State Nodal agency at the State Capital on a regular basis.

Excluding the support staff and staffing for other duties, the Support Agency within its organisation will have at least the following personnel exclusively for HPUHPS and details of these staff will be provided to the State Nodal Agency at the time of signing of MoU between SA and SNA:

- a. **One State Coordinator** – Responsible for implementation of the scheme in the State. He should be MBA and should have experience of minimum five years in the relevant field.
- b. **At least one full time district coordinator for each of the participating districts**– Responsible for implementation of the scheme in the district. This person should be working full time for HPUHPS.

In addition to this, the SA will have necessary staff in their own/ representative Organization, State and District offices to perform the following tasks:

- c. **Management Information System** functions, which includes collecting, collating and reporting data, on a real-time basis.
- d. **Generating reports**, in predefined format, at periodic intervals, as decided between Support Agency and State Government/State Nodal Agency with a qualified person of at least relevant masters degree and experience in data analysis.
- e. **Information Technology related functions** which will include, among other things, collating and sharing data related to enrolment and claim settlement.
- f. **Pre-Authorization function** for select interventions which are in the package rate and for all the other interventions which are not included in the package rates as per the timelines approved by State Nodal Agency. There should be qualified doctor with at least MBBS degree.
- g. **Paperless Claim settlement** for the healthcare providers, with electronic clearing facility, within one month of receiving the claims.
- h. **Publicity** for the scheme so that all the relevant information related to HPUHPS reaches beneficiaries, healthcare providers, etc.
- i. **Feedback functions** which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries, healthcare providers, etc., analysing feedback data and suggest appropriate action.
- j. Coordinate with district level offices in each selected district.
- k. Coordinate with State Nodal Agency and State Government.

## 13. Management information systems (MIS) service and Reports

The Support Agency will provide real time access to the Enrolment and Hospitalisation data, as received by it, to the State Nodal Agency. This should be done through a web based system.

In addition to this, the Support Agency shall provide Management Information System reports whereby reports regarding enrolment, health-service usage patterns, claims data, customer grievances and such other information regarding the delivery of benefits as

required by the Government. The reports will be submitted by the Support Agency to the Government/State Nodal Agency on a regular basis as agreed between the Parties in the prescribed format.

All data generated under the scheme shall be the property of the Government/State Nodal Agency.

#### **14. District Kiosk**

District kiosk is a designated office at the district level which provides post issuance services to the beneficiaries. A district kiosk already exists for RSBY/MMSHCS and Support Agency may tie up with the same facility for servicing HPUHPS beneficiaries. SA will need to enter into an agreement with the concerned Agency of RSBY for this purpose. The Support Agency can set up its own KIOSK.

#### **15. Call Center Services**

The Support Agency can tie up with the existing Agency of RSBY/MMSHCS which is already running a call centre for this purpose so that HPUHPS beneficiaries can also use the same number. The Support Agency can set up its own call centre if needed.

#### **16. Penalty clause and termination**

**a. Failure to abide by the terms will attract penalty related but not limited to the following:**

- (a) Failure in following the guidelines for enrolment.
  - a. The SNA will start the process to terminate the contract by giving fifteen (15) days notice to the SA.
  - b. The SA has to submit the written clarification within ten (10) days of receipt of notice.
  - c. If the reply is not satisfactory or SA fails to submit the clarification, the SNA will terminate the contract and blacklist the SA for participating in bidding process under the schemes for next three years.
- (b) Claim Servicing
  - a. 30% of fees payable will be deducted.
- (c) Grievance Redressal
  - a. If SA fails to resolve the issues as per guidelines of RSBY and grievances are genuine, then 10% of fees paid for enrollment and related activities will be deducted from the fees payable for claim data processing.

**b. In case of termination of the contract following process will be followed:**

- i. The Support Agency will settle all claims raised by healthcare providers for all hospitalizations up to and including the termination date.
- ii. Upon termination of the Contract(s) and receipt of a written request from the State Nodal Agency at least 7 days prior to the Termination Date, the Support Agency shall assign its rights and obligations, other than any accrued payment obligations and liabilities, under its agreements with other intermediaries in



favour of the State Nodal Agency or the substitute Support Agency appointed by the State Nodal Agency.

### **17. IEC and BCC interventions**

Support Agency in consultation with State Nodal Agency will prepare and implement a communication strategy for launching/implementing the HPUHPS scheme in the state. The objective of these interventions will be to inform the beneficiaries regarding enrolment and benefits of the scheme.

Support Agency will need to share a draft IEC and BCC plan with the State Nodal Agency within 15 days of signing of the contract. The cost of IEC and BCC activities will be borne by the Support Agency.

### **18. Obligations of State Government/State Nodal Agency**

State Government/ State Nodal Agency shall be responsible for the following tasks for successful implementation of the scheme:

- a. Provide list of District Key Managers (DKM) before signing of the agreement with the Support Agency.
- b. Providing access to DKMA Server of RSBY in each district including Smart card readers and fingerprint scanners within 15 days of signing of the agreement with the Support Agency.
- c. Identify the FKO in required numbers for enrolment. The State Nodal Agency shall ensure that the FKOs are trained on the enrolment process and sensitized about the importance of their presence at the time of enrolment and their availability at the time of enrolment. Further, the district level administration of the State Nodal Agency, through the DKM, shall have the following obligations in relation to enrolment:
  - i. Monitor the participation of FKOs in the enrolment process by ensuring their presence at the enrolment station.
  - iii. Obtain FKO undertaking from each enrolment station.
  - iv. Provide support to the Support Agency in the enrolment process in the form of helping them in coordinating with different stakeholders at the district, block and panchayat/ municipality level.
- d. Provide assistance to the Support Agency through district administration and DKM in the preparation of Panchayat/ Municipality/ Corporation-wise, village-wise enrolment schedule and with respective owners for each category of beneficiaries.
- e. Provide assistance to the Support Agency in empanelment of the public and private healthcare providers.
- f. Make payments to the Support Agency as per defined conditions.
- g. The State Nodal Agency shall have the following obligations in relation to monitoring and control of the implementation of the HPUHPS:
  - i. Organise periodic review meetings with the Support Agency to review the implementation of the MMSHCS scheme.
  - ii. Work with the technical team of the Support Agency to study and analyse the data for improving the implementation of the HPUHPS scheme.
  - iii. Conduct periodic evaluation of performance of the HPUHPS scheme.

- iv. Maintain data regarding issuance of FKO cards through the DKM in the specified format.
- v. Review the performance of the Support Agency through periodic review meetings. In the initial period of the implementation of HPUHPS, this should be done on weekly basis.
- vi. Run the District Grievance Redressal Cell and the State Grievance Redressal Cell.
- h. The State Nodal Agency shall ensure that its district level administrations undertake the following activities:
  - i. Obtain enrolment data downloaded from FKO cards to the DKMA Server and then reissue the FKO cards to new FKOs after formatting and personalisation, if necessary.
  - ii. Monitor the enrolment data at DKMA server (as downloaded from FKO cards) and compare with data provided by the Support Agency to determine the fees to be paid.
  - iii. Organize health camps for building awareness about HPUHPS and increase the utilization in the district.
  - iv. Communicate with the State Nodal Agency in case of any problems related to DKMA software, cards or implementation issues, etc.

#### **19. Support Agency undertaking with respect to provisioning of services**

The Support Agency further undertakes that it has entered into or will enter into service agreements within:

- a. If the Support Agency does not have in-house capacities to act as Smart Card Service Provider (SCSP) then Support Agency will enter into an agreement with a SCSP within a period of 14 days, from signing of the Agreement with State Government/State Nodal Agency, for the purpose of enrolment of HPUHPS beneficiaries.
- b. The Support Agency will enter into an agreement with the existing insurance company or their representative running RSBY or SA implementing MMSHCS so as to ensure services of a fully operational and staffed district kiosk and call centre within 15 days of signing the agreement with the State Government/Nodal Agency.
- c. The Support Agency will necessarily need to complete the following activities before the start of the enrolment in the district:
  - i. Printing of booklets which are to be given to beneficiaries along with the smart cards
  - ii. Setting up of Server to store complete beneficiary enrolment and transaction data for that district.
- d. The Support Agency will be responsible for ensuring that the functions and standards outlined in the tender are met, whether direct implementation rests with the Support Agency or one or more of its partners under service agreements. It shall be the responsibility of the Support Agency to ensure that any service agreements with the organizations outlined above provide for appropriate recourse and remedies for the Support Agency in the case of non-compliance or partial performance by such organizations.

- e. Services should be provided to the beneficiary in the cashless manner as per **Appendix 7**. However, in case of any issue ensure a Business Continuity Plan as given in **Section 20**.

## **20. Business Continuity Plan**

The Support Agency shall use processes as defined in the Business Continuity Plan provided by Government of India for RSBY for this purpose. In such a scenario, the Support Agency shall be responsible for furnishing all data/information, in the prescribed format, as required by State Nodal Agency.

## **PART II – Instructions to bidders**

### **1. Eligibility criteria**

#### ***1.1 Qualification Criteria***

The qualification criteria for Support Agency are given as follows:

- a. The company should be registered through Companies Act
- b. Company should have been incorporated at least 4 years prior to 01 May 2017
- c. The company should have an Average Turnover of at least Rs. 4.0 crore for the three financial years i.e. 2013-14, 2014-15 & 2015-16.
- d. Should have processed at least 20,000 claims in the year 2016-17
- e. Should possess demonstrated claim management capacity of a minimum Rs. 25 crore (Rs. Twenty Five Crore) during the financial year 2016-17
- f. Should not have been blacklisted by any State/ Central Government agencies

The conditions mentioned above shall be the **Qualification Criteria**. If any Bidder fails to meet the Qualification Criteria, its Bid shall be rejected. The details of measurement of these qualification criteria are given in Appendix 8.

#### ***1.2 Nature of Bidder Entity***

- a. The Bidder may be a private or public company.
- b. Agencies that meet the Qualification Criteria individually may submit their bids. If an agency does not meet the Qualification Criteria on its own merits and forms a consortium with other agency (ies), then the bid submitted by such agency shall be rejected and all the members of the consortium shall be disqualified.
- c. **TPAs will not be allowed to bid for this tender.**

#### ***1.3 Canvassing***

If the bidder undertakes any canvassing in any manner to influence the process of selection of the successful bidder or the issuance of the NOA, such bidder shall be disqualified.

#### ***1.4 Misrepresentation by the Bidder***

- a. The State Nodal Agency reserves the right to reject any bid if:
  - i. at any time, a material misrepresentation is made by the bidder; or
  - iii. the bidder does not provide, within the time specified by the State Nodal Agency, the supplemental information sought by the State Nodal Agency for evaluation of the bid.
- b. If it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, the Bidder in the opinion of the State Nodal Agency 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 NOA. If the Bidder, has already been issued the NOA or it has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in these Tender Documents, be liable to be terminated, by a communication in writing by the State Nodal Agency to the Bidder, without the State Nodal Agency being liable in any manner whatsoever to the Bidder.

## **2. Clarifications and queries; addenda;**

### ***2.1 Clarifications and Queries***

- a. If the Bidder requires any clarification on the Tender Documents, it may notify the State Nodal Agency in writing, provided that all queries or clarification requests should be received on or before the date and time mentioned in the Tender Notice.
- b. The State Nodal Agency will endeavour to respond to any request for clarification or modification of the Tender Documents that it receives, no later than the date specified in the Tender Notice. The responses to such queries shall be sent by email to all the bidders. The State Nodal Agency's written responses (including an explanation of the query but not identification of its source) will be made available to all Bidders.
- c. The State Nodal Agency reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the State Nodal Agency to respond to any query or to provide any clarification.
- d. The State Nodal Agency, may on its own motion, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by the State Nodal Agency shall be issued at least 4 days prior to the Bid Due Date.
- e. Verbal clarifications and information given by the State Nodal Agency, or any other person for or on its behalf shall not in any way or manner be binding on the State Nodal Agency.

### ***2.2 Amendment of Tender Documents***

- a. Up until the date that is 4 days prior to the Bid Due Date, the State Nodal Agency may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder in writing amend the Tender Documents by issuing an Addendum/Corrigendum. The Addendum/ Corrigendum shall be in writing and shall be uploaded on the relevant website.
- b. Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/ Corrigendum. It will be

assumed that the information contained therein will have been taken into account by the Bidder in its Bid.

- c. In order to afford the Bidders reasonable time in which to take the Addendum/Corrigendum into account in preparing the Bid, the State Nodal Agency may, at its discretion, extend the Bid Due Date, in which case, the State Nodal Agency will notify the same where the tender has been published.
- d. Any oral statements made by the State Nodal Agency or its advisors regarding the quality of services to be provided or arrangements on any other matter shall not be considered as amending the Tender Documents.

### ***2.3 No Correspondence***

Same as provided in these Tender Documents, the State Nodal Agency will not entertain any correspondence with the Bidders.

## **3. Preparation and submission of bids**

### ***3.1 Language of Bid***

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the State Nodal Agency shall be in English.

### ***3.2 Validity of Bids***

- a. The Bid shall remain valid for a period of 180 days from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being non-responsive.
- b. In exceptional circumstances, the State Nodal Agency may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing.

### ***3.3 Cost***

The Bidders are being required to quote the cost for two separate activities separately:

- a. **Enrolment and Related Activities** – For enrolment of HPUHPS beneficiary families and providing related services of district kiosk a cost of Smart card issued per Beneficiary Family Unit needs to be quoted. This cost shall be inclusive of all costs, including cost of smart card and its issuance, expenses, cost of tie up for district kiosk, service charges, taxes, overheads, profits and service tax (if any) payable;
- b. **Claim Settlement and Related Activities** - For Claim settlement, tie up for call centre, maintenance of State office and district office a cost for Per Claim Received needs to be quoted. This cost shall be inclusive of all costs, including human resources and set up cost for state and district offices,

expenses, cost of tie up for call centre, service charges, taxes, overheads, profits and service tax (if any) payable.

- c. in the format specified at **Annexure G**; and
- d. only in Indian Rupees and up to two decimal places.

**Note: For second and third/subsequent year when renewal of policy on smart card will be done (if required), the SA will be paid Cost of enrolment and related activities which will be paid in year 1 minus Rs. 40 (cost of smart card).**

### ***3.4 Formats and Submission of the Bid***

- a. The Bidder shall submit the following documents as part of its Technical Bid:
  - i. The Technical Bid in the format set out in **Annexure A**.
  - ii. True certified copies of the registration copy of the company as **Annexure B**.
  - iii. True certified copies of document showing experience in handling and processing health claims of at least 20,000 claims during the financial year 2016-17 as **Annexure C**.
  - iv. True certified copies of document showing demonstrated claims management capacity of minimum Rs. 25 crore during the financial year 2016-17 as **Annexure D**.
  - v. Undertaking that bidder is not blacklisted by any Central/ State Government as **Annexure E**.
  - vi. The undertaking by the bidder regarding agreement to all the terms and conditions of HPUHPS as provided in this tender as per **Annexure F**.

## **4. Bid submission**

### ***4.1 Technical Bid Submission***

The Technical Bid (including all of the documents listed above) shall be submitted to the State Nodal Agency as per the guidelines.

The Bidder shall directly submit all inclusive financial quote as its Financial Bid in the format set out in **Annexure G** in response to financial criteria. Disclosure of financial quote alongwith and/or within technical criteria will lead to rejection of the bid submitted.

### ***4.2 Financial Bid Submission***

The Bidder shall directly submit all inclusive financial quote as its Financial Bid in the format set out in **Annexure G** to the State Nodal Agency as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate.

Each page of the Financial Bid shall be initialed by the authorized signatory of the Bidder.

#### ***4.3 General Points for Bid Submission***

- a. The Bidder shall submit originals of the documents required for Bidding.
- b. The Bidder should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, the Bidder may format the prescribed forms making due provision for incorporation of the requested information, but without changing the contents of such prescribed formats.
- c. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

Note:

- i. All correspondence or communication in relation to HPUHPS or the Bidding Process shall be sent in writing.

#### ***4.4 Time for Submission of Bids***

- a. The Bid shall be submitted on or before 1500 hours on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.
- b. The State Nodal Agency may, at its discretion, extend the Bid Due Date by amending the Tender Documents in accordance with **Clause 4.3**, in which case all rights and obligations of the State Nodal Agency and the Bidders will thereafter be subject to the Bid Due Date as extended.

### **5. Opening of bids**

- a. The State Nodal Agency opens the Bids of those Bidders who have successfully submitted their bids to the State Nodal Agency in accordance with the requirements of the Tender Notice.
- b. The State Nodal Agency shall open the Bids at the time, on the date and at the place mentioned in **Clause 4.3 and Clause 4.4**.
- c. The Technical Bids will be opened at the time mentioned in the Tender Notice.
- d. The Technical Bids will then be evaluated for responsiveness and to determine whether the Bidders will qualify as Eligible Bidders. The procedure for evaluation of the Technical Bids is set out at **Clause 6.1**.
- e. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.



- f. The Financial Bids of only the Eligible Bidders will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present. The procedure for evaluation of the Financial Bids is set out at **Clause 6.4**.

## **6. Evaluation of bids and selection of successful bidder**

### ***6.1 Technical Bid Evaluation***

- a. The Technical Bids will first be evaluated for responsiveness to the Tender Documents. If any Technical Bid is found: (i) not to be complete in all respects; (ii) not in the prescribed formats or (iii) to contain material alterations, conditions, deviations or omissions, then such Technical Bid will be deemed to be substantially non-responsive.
- b. A substantially non-responsive Technical Bid shall be liable to be rejected, unless the State Nodal Agency elects to seek clarifications from the Bidder or to construe information submitted by the Bidder in the manner that the State Nodal Agency deems fit.
- c. The State Nodal Agency will evaluate only those Technical Bids that are found to be substantially responsive, to determine whether such Bidders are eligible and meet the Qualification Criteria, in accordance with the requirements set out at **Clause 1**.
- d. In order to determine whether the Bidder is eligible and meets the Qualification Criteria, the State Nodal Agency will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the State Nodal Agency receives from the Bidder upon request by the State Nodal Agency. For evaluation of the Technical Bids, the State Nodal Agency will apply the evaluation criteria set out at **Appendix 8**.
- e. After completion of the evaluation of the Technical Bids, the State Nodal Agency will notify the Eligible Bidders of the date of opening of the Financial Bids. Such notification may be issued on the date of issuance of the opening of the Technical Bids, in which case the Financial Bids may be opened either on the same day or the next working day.

### ***6.2 Responsiveness 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 to be 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.

### ***6.3 Clarifications on Bids***

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

### ***6.4 Selection of Successful Bidder***

- a. Once the Financial Bids of the Eligible Bidders have been opened and evaluated:
  - i. The State Nodal Agency shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the **Selection Meeting**) and invite such Eligible Bidder to be present at the Selection Meeting.
  - ii. The State Nodal Agency shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.
- b. In selecting the Successful Bidder, the objectives of the State Nodal Agency is to select a Bidder that:
  - is an Eligible Bidder;
  - has submitted a substantially responsive Financial Bid; and
  - has quoted the lowest cost for implementing defined activities of HPUHPS.
- c. The process of selecting a single bidder to provide both HPUHPS Enrolment related services and HPUHPS Claim Settlement related services **for all districts** or cluster of districts in a State, as determined by the State Nodal Agency, will be as follows:

- i. If the bidder with the lowest rate for HPUHPS Claim Settlement Activities (LC1) and lowest rate for Enrolment and related activities (LE1) is same then the contract will be awarded to that particular bidder.
- ii. However, if there are two different bidders who are LC1 and LE1 then the following process will be adopted:
  - I. The bidder with the lowest rate for HPUHPS Claim Settlement related services LC1) will be awarded the contract ONLY if the bidder agrees to match the lowest rate for Enrolment and Related Services (LE1).
- iii. If due to some reason, LC1 is not ready to match LE1, then the Lowest bidder for Enrolment and related activities (LE1) will be awarded the bid ONLY if LE1 agrees to match LC1.
- iv. If LE1 is not ready to match LC1 then LE2 will be awarded to bid ONLY if LE2 agrees to match rates of LE1 and LC1.
- v. If LE2 is not ready to match LE1 and LC1 then LE3 will be awarded the bid ONLY if LE3 agrees to match LE1 and LC1 and so on.
- vi. If no single bidder will be ready to match both LE1 and LC1 then SNA will take a decision regarding continuation of the bidding process.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**.

## **7. Award of contract**

### ***7.1 Notification of Award***

- a. Upon selecting the Successful Bidder in accordance with **Clause 6.4**, the State Nodal Agency shall send the proposal to State Government for approval.
- b. After the approval by State Government, State Nodal Agency will issue original copy of a notification of award (the **NOA**) to such Bidder.

### ***7.2 Structure of the Contract***

- a. The State Nodal Agency shall enter into contract with the Successful Bidder that will set out the terms and conditions for implementation of the scheme.
- b. The State Nodal Agency shall, within 10 days of the acceptance of the NOA by the Successful Bidder, provide the Successful Bidder with the final drafts of the Contract.

### ***7.3 Execution of the Contract***

The State Nodal Agency and the Successful Bidder shall execute the Contract within 21 (twenty one) days of the acceptance of the NOA by the Successful Bidder. The Contract shall be executed in the form of the final drafts provided by the State Nodal Agency.

## **8. Rights of State Nodal Agency**

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

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

## **9. General Instructions**

### ***9.1 Bidding Process***

- a. The original Proposal (i.e. Technical Proposal and Financial Proposal) shall be prepared and submitted to the concerned office.
- b. The completed Technical and Financial Proposal must be submitted on or before the due date for bid submission specified to the concerned office.
- c. This invitation for bids published online is open to all Indian firms who fulfil qualification criteria as specified in the tender document.
- d. Breach of general or specific instructions for bidding, general and special conditions of contract with GoI or State Government or any of its user organizations may make a company ineligible to participate in the bidding process.
- e. Any specific company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed by the Department.
- f. Companies shall submit the tenders only to the concerned office before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and the State Government or Society will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

### ***9.2 Confidentiality and Proprietary Data***

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

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

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 the State Nodal Agency or such Bidder on or matters arising out of or concerning the Bidding Process.

Except as stated in these Tender Documents, the State Nodal Agency will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The State Nodal Agency may not divulge any such information unless 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 the State Nodal Agency or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

### ***9.3 Governing Law 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 the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## ANNEXURES

### Annexure A – Format of technical bid

[On the letterhead of the Bidder]

From:

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

Date: [<insert date>], 2017

To:

The Chief Executive Officer  
HP Swasthya Bima Yojna Society  
Thakur Villa, Kasumpti, Shimla-9

Dear Sir,

### **Sub: Technical Bid for Implementation of the HPUHPS in the State of Himachal Pradesh**

With reference to your Tender Documents dated \_\_\_\_\_, we, [*insert name of Bidder*], wish to submit our Technical Bid for the award of the Contract(s) for carrying out defined activities of the Himachal Pradesh Universal Health Protection Scheme in the State of Himachal Pradesh. Our details have been set out in **Annex 1** to this Letter.

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

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

- a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
  - b. We agree and release the State Nodal Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
5. We represent and warrant that:
- a. We have examined and have no reservations to the Tender Documents, including all Addenda issued by the State Nodal Agency.
  - b. We are registered with the Companies Act in India and we hold a valid registration as on the date of submission of this Bid.
  - c. 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.
  - d. The Tender Documents and all other documents and information that are provided by the State Nodal Agency to us are and shall remain the property of the State Nodal Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Nodal Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
  - e. The State Nodal Agency is not obliged to return the Technical Bid or any part thereof or any information provided along with the Technical Bid, other than in accordance with provisions set out in the Tender Documents.
  - f. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Nodal Agency.
  - g. 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 Contract(s).
  - h. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Nodal Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Nodal Agency or a ground for termination of the Contract.
  - i. Our Bid shall be valid for a period of 180 days from the Bid Due Date, i.e., until *[insert date]*.

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 advise the State Nodal Agency of the same immediately.
7. We are submitting with this Letter, the documents that are listed in the checklist set out as **Annex 2** to this Letter.
8. We undertake that if we are selected as the Successful Bidder we shall:
  - a. Sign and return an original copy of the NOA to the State Nodal Agency within 7 days of receipt of the NOA, as confirmation of our acceptance of the NOA.
  - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Contract provided to us by the State Nodal Agency in accordance with the Tender Documents.
  - c. Execute the Contract with the State Nodal Agency.
9. 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 Technical Bid or question any decision taken by the State Nodal Agency in connection with the evaluation of the Technical Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the Contract(s) for the implementation of the HPUHPS in the State of Himachal Pradesh.
10. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
11. 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.
12. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this *[insert date]* day of *[insert month]*, 2017

[signature]

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

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



## **Annex 1 - Details of the Bidder**

### 1. 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:

### 2. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:

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

### 3. Particulars of the Authorised Signatory of the Bidder:

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

**Annex 2 – Check list of documents submitted with the technical bid**

Sl. No.	Qualification Criteria	Supporting Document	Clause Reference	Document Submitted (Yes/No)
1.	Technical Bid		3.4(a)(i); Annexure A	
2.	Company should have been incorporated at least 4 years prior to 1/5/2017 and had an average turnover of Rs. 4.00 crores for the financial year 2013-14, 2014-15 & 2015-16.	Copy of the Registration certificate and Audited Balance sheet of the three financial years issued by the Chartered Accountant.	3.4(a)(ii); Annexure B	
3.	Experience in handling health claims should have processed atleast 20,000 claims during the financial year 2016-17	Certified by Chartered Accountant/any other proof showing the experience	3.4(a)(iii); Annexure C	
4.	Should possess demonstrated claims management capacity of a minimum Rs. 25 crore (Rs. 25 crores) during the financial year 2016-17	Proof of experience issued by the relevant authority/ Chartered Accountant.	3.4(a)(iv); Annexure D	
5.	Should not have been black listed by any State Government/ Central Government or their agencies	Undertaking to that effect as an affidavit	3.4(a)(v); Annexure E	
6.	Undertaking expressing explicit agreement to the terms of the HPUHPS	Undertaking as per Annexure F	3.4(a)(vi); Annexure F	

[Note to Bidders:

Bidders are requested to fill in the last column at the time of submission of their Bid.

Bidders who meets all the above mentioned qualification criteria will be qualified technically.]

**Annexure F – Format of undertaking regarding compliance with terms of scheme**

[On letterhead of the Bidder]

From

[Name of Bidder]  
[Address of Bidder]

Date: [insert date], 2017

To

The Chief Executive Officer  
HP Swasthya Bima Yojna Society  
Thakur Villa, Kasumpti, Shimla-9

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the implementation of the Himachal Pradesh Universal Health Protection Scheme.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_

[signature]

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

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

## **Annexure G – Format of financial bid**

[On letterhead of the Bidder]

From

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

Date: [insert date], 2017

To

The Chief Executive Officer  
HP Swasthya Bima Yojna Society  
Thakur Villa, Kasumpti, Shimla-9

Dear Sir,

Sub: Financial Bid for Implementation of defined activities of the HPUHPS in the State of Himachal Pradesh

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 Contract(s) for the implementation of the Himachal Pradesh Universal Health Protection Scheme in the State Government. Our details have been set out in our Technical Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Nodal Agency will be relying on the information provided 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 Contract for the implementation of the HPUHPS in the State Government. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the State Nodal Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the State Nodal Agency to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We acknowledge and confirm that all the undertakings and declarations made by us in our Technical Bid are true, correct and accurate as on the date of opening of our Financial Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid.

6. We acknowledge and declare that the State Nodal Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Documents.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Nodal Agency of the same immediately.
8. We are quoting the following Fees per enrolled Beneficiary Family Unit for the Entire State/All districts:

Cover 10.	11. Fees (in INR)
<p>For enrolment of HPUHPS beneficiary families and providing services of district kiosk.</p> <p>This cost shall be inclusive of all costs, including cost of smart card and its issuance, expenses, cost of tie up for district kiosk, service charges, taxes, overheads, profits, service tax (if any) and GST.</p> <p><b>A Cost of Smart card issued per Beneficiary Family Unit needs to be quoted.</b></p>	<p>[insert sum] (Rupees [insert sum in words] only)</p>
<p>For Claim settlement, tie up for call centre, maintenance of State office and district office.</p> <p>This cost shall be inclusive of all costs, including human resources and set up cost for state and district offices, expenses, cost of tie up for call centre, service charges, taxes, overheads, profits, service tax (if any) and GST.</p> <p><b>A Cost for Per Claim Received needs to be quoted.</b></p>	<p>[insert sum] (Rupees [insert sum in words] only)</p>

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

9. We acknowledge, confirm and undertake that:
  - a. No extra costs will be asked from the State Government except the one mentioned above.
  - b. The terms and conditions of the Tender Documents and the Cost being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially 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 I/we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Financial Bid or

question any decision taken by the State Nodal Agency in connection with the evaluation of the Financial Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.

11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Nodal Agency carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Nodal Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Nodal Agency if the Contract are 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 Bangalore will have exclusive jurisdiction in the matter.
15. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this *[insert]* day of *[insert month]*, 2017

\_\_\_\_\_

*[signature]*

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

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

## **Appendix 1 – Exclusions**

The SA shall not be liable to make any payment under the Cover in respect of any expenses whatsoever incurred by any Beneficiary in connection with or in respect of:

### **Exclusions (IPD & Day care procedures)**

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

- Conditions that do not require hospitalization: Condition that do not require hospitalization and can be treated under Out Patient Care. Out- patient diagnostic, medical and surgical procedures or treatments unless necessary for treatment of a disease covered under day care procedures will not be covered.
- Further expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc. unless forming part of treatment for injury or disease as certified by the attending physician.
- Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalisation for treatment.
- Congenital external diseases: Congenital external diseases or defects or anomalies, Convalescence, general debility, “run down” condition or rest cure.
- Drug and alcohol Induced illness: Diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.
- Fertility related procedures: Any fertility, sub-fertility or assisted conception procedure, hormone replacement therapy, sex change or treatment which results from or is in any way related to sex change.
- Vaccination: Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness. Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident),
- War, Nuclear invasion: Injury or disease directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operations (whether war be declared or not) or by nuclear weapons / materials.

### **Suicide: Intentional self-injury/suicide**

- ▶ Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic, or similar establishments or as agreed by the State.

**Exclusions under maternity benefit clause:**

- ▶ The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any beneficiary in connection with or in respect of:
  - ▶ Expenses incurred in connection with voluntary medical termination of pregnancy are not covered except induced by accident or other medical emergency to save the life of mother.
  - ▶ Normal hospitalisation period is less than 48 hours from the time of delivery operations associated therewith for this benefit.
  - ▶ Pre-natal expenses under this benefit; however treatment in respect of any complications requiring hospitalization prior to delivery can be taken care under medical procedures.



## **Appendix 2: List of day care procedures**

The SA shall provide coverage for the day care treatments/ procedures as mentioned below. This is an indicative list and not exhaustive. The SNA and the SA shall mutually agree on additional day care treatments/procedures to be included in the list below

- i. Haemo-Dialysis
- ii. Parenteral Chemotherapy
- iii. Radiotherapy
- iv. Eye Surgery
- v. Lithotripsy (kidney stone removal)
- vi. Tonsillectomy
- vii. D&C
- viii. Dental surgery following an accident
- ix. Surgery of hydrocele
- x. Surgery of prostate
- xi. Gastrointestinal surgeries
- xii. Genital surgery
- xiii. Surgery of nose
- xiv. Surgery of throat
- xv. Surgery of ear
- xvi. Surgery of urinary system
- xvii. Treatment of fractures/dislocation (excluding hair line fracture), contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization
- xviii. Laparoscopic therapeutic surgeries that can be done in day care
- xix. Identified surgeries under general anaesthesia
- xx. Any disease/procedure mutually agreed upon
- xxi. Screening and follow up care Including medicine cost but without diagnostic tests
- xxii. Screening and follow up care Including medicine cost but with diagnostic tests

### **Note:**

- ▶ The cost of serial number xxi above is Rs. 100 and serial number xxii above is Rs. 150 per visit
- ▶ One visit will be for up to seven consecutive days
- ▶ For serial number xxi and xxii the total amount used cannot be more than Rs. 1,500 per family per year. This will be part of Rs. 30,000 limit.

## Appendix 3 – Guidelines for Smart Card and other IT Infrastructure under HPUHPS

### 1. Introduction

These guidelines provide in brief the technical specifications of the smart card, devices & infrastructure to be used under HPUHPS.

### 2. Enrollment station

#### 2.1. Components

Though three separate kinds of stations have been mentioned below, it is possible to club all the functionality into a single workstation or have a combination of workstations perform these functions (2 or more enrollment stations, 1 printing station and 1 issuance station). The number of stations will be purely dependent on the load expected at the location.

The minimum requirements from each station are mentioned below:

The team should carry additional power back up in the event that electricity is not available for some time at the enrolment site.

**Components of enrolment kit** - An enrolment kit includes the following:

1. One smart card printer
2. Laptop
3. Two smart card readers
4. One fingerprint scanner
5. Web camera
6. Certified enrolment software and other related software

#### Specifications for hardware and software requirement at enrolment station

Hardware components	Remarks
Laptop	<ul style="list-style-type: none"><li>▶ This should be capable of supporting all other devices required</li><li>▶ It should be loaded with standard software as per specifications provided by the SNA</li></ul> <p><b><u>Configuration</u></b> Desktop with dual core processor with 2 GHz, 80 GB hard drive, DVD r/w drive, 2 GB RAM, graphics card, minimum of 4 USB ports etc.</p>
Fingerprint Scanner / Reader Module (1 in number)	<ul style="list-style-type: none"><li>▶ Thin optical sensor</li><li>▶ 500 ppi optical fingerprint scanner (22 x 24mm)</li><li>▶ High quality computer based fingerprint capture (enrolment)</li><li>▶ Preferably have a proven capability to capture good quality fingerprints in the Indian rural environment</li><li>▶ Capable of converting fingerprint image to RBI approved ISO 19794-2 template.</li><li>▶ Preferably Bio API version 1.1 compliant</li></ul>
Camera	<ul style="list-style-type: none"><li>▶ Sensor: High quality VGA</li></ul>

<b>Hardware components</b>	<b>Remarks</b>
(1 in number)	<ul style="list-style-type: none"> <li>▶ Still Image Capture: up to 1.3 megapixels (software enhanced)</li> <li>▶ Native resolution is 640 x 480</li> <li>▶ Automatic adjustment for low light conditions</li> </ul>
Smartcard Readers (2 in number)	<ul style="list-style-type: none"> <li>▶ PC/SC and ISO 7816 compliant</li> <li>▶ Read and write all microprocessor cards with T=0 and T=1 protocols</li> <li>▶ USB 2.0 full speed interface to PC with simple command structure</li> <li>▶ PC/SC compatible Drivers</li> </ul>
<b>Smart card printer</b>	<ul style="list-style-type: none"> <li>▶ Support Color dye sublimation and monochrome thermal transfer</li> <li>▶ Edge to edge printing standard</li> <li>▶ Integrated ribbon saver for monochrome printing</li> <li>▶ Minimum printing resolution of 300 dpi</li> <li>▶ Print at least 150 cards/ hour in full color and up to 1000 cards an hour in monochrome</li> <li>▶ Minimum Printing resolution of 300 dpi</li> <li>▶ Compatible with Windows / Linux</li> <li>▶ Automatic or manual feeder for card loading</li> <li>▶ Compatible to microprocessor chip personalization</li> <li>▶ USB connectivity</li> <li>▶ Printer with hardware/software protection to disallow unauthorized usage of printer</li> <li>▶ Inbuilt encoding unit (ISO7816 and PCSC compliant) to personalize microcontroller chip based contact cards in a single pass</li> <li>▶ Smart card printing ribbon as required</li> </ul>
<b>Fingerprint scanner</b>	<ul style="list-style-type: none"> <li>▶ The fingerprint capture device at enrolment as well as verification will be single finger type</li> <li>▶ Compliance with “fingerprint_image_data_standard_ver.1.0” mentioned on <a href="http://www.egovstandards.gov.in">www.egovstandards.gov.in</a>. All specifications confirming to ”Setting level 31” will be applicable for HPUHPS related enrolment and verification</li> <li>▶ The images should be stored in .png format</li> </ul>
<b>Power backup</b>	<ul style="list-style-type: none"> <li>▶ UPS of capacity 860VA or higher</li> <li>▶ Minimum 8 hours of power backup for specified hardware set</li> </ul>

**Note:** The enrollment stations need to be mobile due to the nature of work and work under rural & rugged terrain. This should be of prime consideration while selecting the hardware matching the specifications given above.

### 3. Smart Cards

### 3.1. Specifications for Smart Cards

Card Operating System shall comply with SCOSTA-CL standards with latest addendum and errata (refer web site <http://scosta.gov.in>). The Smart Cards to be used must have the valid SCOSTA CL Compliance Certificate from National Informatics Center, New Delhi (refer <http://scosta.gov.in>). The exact smart card specifications are listed as below.

- a. SCOSTA Card
- a. Microprocessor based Integrated Circuit(s) card with Contacts, with minimum **64 Kbytes** available EEPROM for application data or enhanced available EEPROM as per guidelines issued for RSBY.
- b. Compliant with **ISO/IEC 7816-1,2,3**
- c. Compliant to **SCOSTA CL**
- d. Supply Voltage 3V nominal
- e. Communication Protocol T=0 or T=1
- f. Data Retention minimum 10 years
- g. Write cycles minimum 300,000 numbers
- h. Operating Temperature Range –25 to +70 Degree Celsius
- i. Quality Assurance: The compliance certificate shall be provided for the quality test undertaken with each lot of supply for the processes involved such as gold plating, chip bonding etc.
- j. Chip module shall be sourced from OEM or their authorized distributors/partners
- k. Chips will be security certified to common criteria EAL+4 or more
- l. Plastic Construction PVC or Composite with ABS with PVC overlay
- m. Surface – Glossy

### 3.2. Card layout

The detailed visual & machine readable card layout including the background image to be used will be provided by SNA. It is mandatory to follow these guidelines for personalization of the HPUHPS beneficiary card.

For the chip personalization, detailed specification has been provided in the RSBY KMS document available on the website [www.rsby.gov.in](http://www.rsby.gov.in). Along with these, NIC has also issued specific component for personalization. It is mandatory to follow these specifications and use the prescribed component provided by NIC.

### 3.3. Cardholder authentication

- The cardholder would be authenticated based on their finger impression at the time of verification, at the time of transaction as well as at card reissuance or renewal.
- The authentication is 1:1 i.e. the fingerprint of the member captured live is compared with the one stored in the smart card.
- In case of new born child, when maternity benefit is availed under HPUHPS, the child shall be authenticated through fingerprint of any of the enrolled members on the card.
- In case of fingerprint verification failure, verification by any other authentic document or the photograph in the card may be done at the time of admission. By the time of discharge, the hospital/ smart card service provider should ensure verification using the smart card.

#### **4. Software**

The software for Enrollment and Card Issuance will be provided by SNA. Software for conducting transactions at hospitals and managing any changes to the cards at the District kiosk will also be provide by SNA. SA would have to provide all the hardware and licensed software (database, operating system, etc.) required to carry out the operations, as per requirement, at the agreed points for enrollment and card issuance. For the transaction points at healthcare providers and district kiosks, the cost would be borne as per terms of the tender.

Any software required by the SA apart from the ones being provided by SNA would have to be developed or procured by the SA at their own cost.

#### **5. Mobile Handheld Smart Card Device**

These devices are standalone devices capable of reading & updating smart cards based on the programmed business logic and verifying live fingerprints against those stored on a smart card. These devices do not require a computer or a permanent power source for transacting.

These devices could be used for

- Renewal of policy when no modification is required to the card
- Offline verification and transacting at healthcare providers or mobile camps in case computer is not available.

**The main features of these devices are:**

- Reading and updating microprocessor smart cards
- Fingerprint verification
- They should be programmable with inbuilt security features to secure against tampering.
- Memory for data storage
- Capable of printing receipts without any external interface

- Capable of data transfer to personal computers and over GPRS, phone line
- Secure Application loading – Application loading to be secure using KEYS
- Rechargeable batteries

### **Specifications**

- At least 2 Full size smart card reader and one SAM slot
- Display
- Keypad for functioning the application
- Integrated Printer
- Optical biometric verification capability with similar specifications as mentioned for Fingerprint scanners above in the hardware section
  - Allowing 1:1 search in the biometric module
  - Capability to connect to PC, telephone, modem, GPRS or any other mode of data transfer
  - PCI Compliance

## **6. PC-based Smart Card Device**

Wherever computers are being used for transactions, additional devices would be attached to these computers. The computer would be loaded with the certified transaction software. The devices required for the system would be

6.1. Optical biometric scanner for fingerprint verification (specifications as mentioned for fingerprint devices in hardware section)

6.2. Smart card readers

2 Smart card readers would be required for each device, one each for healthcare provider authority and beneficiary card

- PCSC compliant
- Read and write all microprocessor cards with T=0 and T=1 protocols

Other devices like printer, modem, etc. may be required as per software. The same would be specified by the SA at the time of empaneling the hospital.

## **Appendix 4 – Details about DKMs and FKOs**

The District Key Manager (DKM) is the key person in HPUHPS, responsible for executing very critical functions for the implementation of the scheme in the district.

Following are the key areas pertaining to the DKM appointment and responsibilities of the DKM:

### **1. Identifying and Appointing DKM**

#### **1.1 DKM Identification & Appointment**

The State Government/ Nodal Agency will identify one DKM to every HPUHPS project district for HPUHPS implementation. The DKM shall be a senior government functionary at the district level.

##### **a. Eligibility**

Officials designated as DKM can be District Labour Officer, Chief Medical Officer, Chief District Health Officer, Assistant District Collector (ADC)/ Additional District Magistrate (ADM), PO DRDA, District Development Officer, or equivalent as decided by the State Government.

##### **b. Timeline**

The DKM shall be appointed prior to signing of the agreement between the SNA & the SA.

#### **1.2 Issuing personalized DKMA card by CKGA to State government/ Nodal agency**

The CKGA shall issue personalized DKMA card to the respective State Government/ Nodal agency for distribution to the DKM based on the information from State Government/ Nodal agency.

The CKGA will also subsequently issue the Master Issuance Card (MIC), Master Hospital Card (MHC) and the Master Kiosk Card (MKC) based on request from State Government/ Nodal Agency. The personalization of DKM card, however, will be done at district by District Informatics officer.

##### **a. Timeline**

DKMA Card will be issued by CKGA within ten days of receipt of the information on DKM from State government/ Nodal agency.

#### **1.3 Issuing personalized DKMA card by State government/ Nodal agency to DKM**

The State government/ Nodal agency will issue DKMA card to the DKM at least seven days before start of the enrolment activities.

## **2. ROLES OF DISTRICT KEY MANAGER (DKM)**

The DKM will be responsible for the overall implementation of HPUHPS in the district.

### **2.1 Roles of DKM**

The DKM has to play a very important role in successful implementation of MMSHCS. DKM's first role is to identify an Additional DKM, who will help him/her in day to day affairs. The roles and responsibilities of DKM are as given below:

#### **a. Pre-Enrollment**

- Receive the DKMA/ADKM card from the State Nodal Agency and use them to issue three authority cards:
  - Field Key Officer (FKO) - Master Issuance Card - MIC
  - Hospital Authority - Master Hospital Card - MHC and
  - District Kiosk- Master Kiosk Card - MKC
- Issue FKO undertaking to the FKO along with the MIC.
- Maintaining inventory of cards, to have a record of the number of cards received from the SNA for each type (MIC, MKC, and MHC), to whom distributed, on what date, and the details of missing/ lost/ damaged cards.
- Understand the confidentiality and PIN related matters pertaining to the DKM and the MIC. Ensure security of Key cards and PIN.
- Ensure the training of FKOs, IT staff and other support staff at the district level.
- Support the SA to organize District Workshop at least 15 days before commencement of enrollment.
- Ensure that scheme related information has been given to the officials designated as the FKOs.
- This information may be given either at the District workshops or in a separate meeting called by the district/ block level authorities.
- Set up the dedicated DKM computer with the necessary hardware and software in his/ her office. Understand and know the DKM software and have the IT operator trained.
- Understand the additional features and requirements for 64 KB card migration for all concerned viz. DKM, FKO, Hospital.
- Issue MICs to FKOs according to the specified schedule. The data of issuance of cards will be stored on the DKMA computer automatically by the software and can be tracked. FKO card personalization is done by using data and fingerprint of the designated FKOs stored in the database on the DKMA computer.
- Issue the MHC within three days of receiving from the SNA to the SA or its representatives.
- Issue MKC card within three days of receiving from the SNA to the SA or its representatives.
- Check/ verify SA/ its intermediaries manpower and machines/ enrolment kits status as per the MMSHCS tender document.



- Provide assistance to the SA or its representatives in the preparation of panchayat/ municipality/ corporation- wise village wise route plan & enrolment schedule.
- Ensure effective Information Education Communication (IEC) by the SA and lend all possible support.
- Ensure empanelment of optimum number of eligible hospitals, both, public and private.
- Ensure that hospitals are functional before the enrolment starts.
- Ensure hospital training workshop is conducted by the SA and be present during such workshops.
- Allocate space for setting up of the district kiosk by the SA free of cost or at a rent-free space. Ensure that district kiosk is functional before the enrolment starts.

**b. Enrollment**

- Monitor and ensure the participation of FKO in the enrollment process at the enrollment station and also fulfillment of their role.
- Few extra FKO should also be identified and issued MIC in case a designated FKO at a particular enrolment station is absent.
- Provide support to the SA in the enrollment by helping them in coordinating with different stakeholders at the district, block, and panchayat levels.
- Undertake field visit to the enrollment stations and record observations in the prescribed format (Link for the checklist to be added).
- Review the performance of SA as regards the enrolment status through periodic review meetings.

**c. Post enrollment**

- Get the enrollment data downloaded from the MIC to the DKMA computer and then reissue the MICs to new FKO after personalizing the same again.
- In case of any discrepancy between numbers downloaded from MIC and the numbers mentioned by FKO in FKO undertaking, receive a note on the difference from the FKO and send the note to the SNA.
- Collect Undertaking document from FKO.
- Ensure that the enrolment teams submit the post enrolment signed data automatically created by the enrolment software and the same is downloaded on the DKMA computer within seven days.
- Coordinate with the district administration to organize health camps for building awareness about MMSHCS and to increase the utilization/ hospitalization in the district.
- Visit empanelled hospitals to check beneficiary facilitation and record observations as per standard format (Provide the link for hospital checklist).
- Hold grievance committee meetings on pre-scheduled days every month and ensure that necessary entries are made on the web site regarding all the complaints/ grievances received and decisions taken there on in the grievance committee.
- Check the functioning of 24- hour Helpline on regular basis.

- Communicate with State Nodal agency in case of any problem related to DKMA software, authority cards, or other implementation issues etc.
- Help SNA appointed agency/ NGO evaluate the Scheme implementation and its impact.

**d. On completion of enrolment**

Prepare a report on issues related to empanelment of hospitals, enrolment, FKO feedback, and beneficiary data.

**Field Key Officer (FKO)**

The FKO is one of the key persons in HPUHPS and will carry out very critical functions which are necessary for the enrollment. FKOs are part of the Key Management System and along with DKM they are very critical for the success of the scheme. Following are the important points regarding FKOs and their roles:

**1. Identity of FKO**

The State Government/ Nodal Agency will identify and appoint FKOs in each district. The FKO should be a field level Government functionary. Some examples of the FKOs are Gram Vikas Adhikari, Panchayat Secretaries, etc.

**2. Providing the Information to CKGA by State Government/ Nodal agency**

SNA will provide detail on the number of FKO cards needed to the CKGA at Central Government in the prescribed format within 15 days of selection of the SA for that particular district. Generally the number of FKOs required would be directly proportional to the number of kits the SA plans to take to the field and to the number of families in the district. Hence it would be advisable for the nodal agency to consult with the SA and their Service provider for finalizing the requirement of FKOs

**3. Training to FKOs**

The DKM should ensure that scheme related information has been given to the officials designated as the FKOs. This information may be given either at the District workshops or in a separate meeting called by the district/ block officers. The SA should give them an idea of the task they are expected to perform at the same time and a single page note giving scheme related details should be handed over to the FKOs along with the MIC card. They should be clearly told the documents that may be used to verify a beneficiary.

**4. Issuance of Master Issuance Card (MIC) by DKM**

The MIC cards will be personalized by the DKM at the district level. Number of MIC cards provided by CKGA shall be enough to facilitate the enrollment within time frame. Some extra FKOs should also be identified and issued MIC card by the DKMA so that the enrollment team has a buffer in case some FKOs are absent on a given day. While issuing the cards to the FKOs it should be kept in mind that 1 MIC can store data for

approximately 400 beneficiary families to which cards have been issued. In case an FKO is expected to issue cards to more than this number of families, multiple MIC cards may be issued to each FKO.

## 5. Role of FKOs

The roles of FKOs are as follows:

### 1.1 Pre-Enrollment

- a. Receive personalized Master Issuance Card (MIC) from the DKM after providing the fingerprint.
- b. Receive information about the name of the village (s) and the location (s) of the enrollment station (s) inside the village (s) for which FKO role have to be performed
- c. Receive the contact details of the SA or their field agency representative who will go to the location for enrollment
- d. Receive information about the date on which enrolment has to take place
- e. Provide their contact details to the DKM and the SA field representative
- f. Reach the enrollment station at the given time and date (Inform the SA a day in advance in case unable to come)
- g. Make sure that the FKO card is personalized with his/ her own details and fingerprints and is not handed over to anyone else at any time
- h. Should ensure that at least one card for every 400 beneficiaries expected at the enrollment camp is issued to him/ her i.e., in case the list for a location is more than 400, they should get more than one MIC card personalized with their details & fingerprints and carry with them for the enrollment.

### 1.2 Enrollment

- a. Ensure that the list is displayed at the enrollment station
- b. Identify the beneficiary at the enrollment station either by face or with the help of identification document
- c. Make sure that the enrollment team is correcting the **name, gender and age** data of dependents in the field in case of any mismatch
- d. Make sure that the enrollment team **is not** excluding any member of the identified family that is present for HPUHPS enrollment
- e. Before the card is printed and personalized, should validate the enrolment by inserting his/ her smart card and providing fingerprint
- f. Once the card is personalized and printed, ensure that at least one member of the beneficiary family verifies his/her fingerprint against the one stored in the chip of the card, before it is handed over to the family
- g. Make sure that the smart card is handed over immediately to the beneficiary by the enrollment team after verification
- h. Make sure that the enrollment team is collecting only INR 1/- per day i.e. Rs. 365/- per year and Rs. 1000/- from three years from the beneficiaries
- i. Ensure that the details of all eligible (within HPUHPS limits of Head of family + spouse + dependents) family members are entered on the card and their fingerprints & photographs are taken

- j. Ensure that the enrollment team is providing a brochure to each beneficiary family along with the smart card
- k. Make sure that the smart card is given inside a plastic cover and beneficiaries are told not to laminate it
- l. If not all dependents of a beneficiary, eligible for enrollment are present at the camp, they should be informed that those can be added to the card at the District kiosk.

### **1.3 Post Enrollment**

- a. Return the MIC to the DKM after the enrollment is over within Two days
- b. At the time of returning the card, ensure that the data is downloaded from the card and that the number of records downloaded is the same as the number he/she verified at the camp. In case of any discrepancy, make a note of the difference and ask the DKM to send the card and the note back to SNA.
- c. Fill and submit an undertaking to the DKM in the prescribed format
- d. Hand over the representations collected at the enrollment camp to the DKMA.

## Appendix 5 – Manpower Related Requirements for Enrollment

It will be the responsibility of the SA to deploy resources as per details given below to cover entire enrollment data in each of project district:

There should be minimum enrollment kits requirement as below:

No. of Enrollment Data in project district	Minimum number of Kits Required
<35000	10
35000 to 70000	15
70000 to 100000	20
100000 to 150000	30
150000 to 200000	40
200000 to 300000	60
>300000	75

Note: The SA will assure that:

- At least one electricity back facility is placed per 5 kits.
- At least one spare (functional) backup kit in field per 10 functional kits.
- The head quarter of the enrollment team should not be more than 30 Km. away from the farthest enrollment station at any time during the enrollment drive.
- No. of vehicle has to be as per the enrollment plan agreed between SA and the district authorities.

**Human Resources** – Minimum manpower resource deployment as below:

- One operator per kit (Educational Qualification - minimum 12 pass, minimum 6 months of diploma/certificate in computer, preferably be from local district area, should be able to read, write and speak in Hindi/ local language)
- One supervisor per 5 operators (Educational Qualification - minimum Graduate, minimum 6 months of diploma/certificate in computer, preferably be from local district area, should be able to read, write and speak in Hindi / local language and English)
- One Technician per 10 Kits (Educational Qualification - minimum 12 pass and diploma in computer hardware, should be able to read, write and speak in Hindi/ local language and English)
- One IEC coordinator per 5 Kits
- One Manager per 5 supervisors (Educational Qualification - minimum post graduate, minimum 6 months of diploma/certificate in computer, should be able to read, write and speak in Hindi/ local language and English)

**Timeline** – These resources should be deployed from the first week of the start of the enrollment process in the district.

**Appendix 6 – Parameters to Evaluate Performance of the SA for Renewal**

<b>Criteria</b>	<b>Maximum points</b>	<b>Points criteria</b>
1. Enrolment Conversion Ratio	10	More than 80% - 10 70-80% - 8 60-70% - 7 50-60% - 5 40-50% - 4 Less than 40% - 0
2. Average family size	10	More than 4.5 -> 10 4.0 – 4.5 -> 8 3.6 – 4.0 -> 6 3 – 3.5 -> 4 Less than 3 -> 0
3. Claim Payment within 30 days	10	96-100% -> 10 81-95% -> 8 61-80% -> 4 Less than 60% -> 0

**Note:** SA that gets at least 21 (70%) marks will be technically qualified.

## **Appendix 7 – Process for Cashless Treatment**

The beneficiaries shall be provided treatment free of cost for all such ailments covered under the scheme within the limits / sub-limits and sum insured, i.e., not specifically excluded under the scheme. The healthcare provider shall be reimbursed as per the package cost specified in the tender agreed for specified packages or as mutually agreed upon in case of unspecified packages. The healthcare provider, at the time of discharge, shall debit the amount indicated in the package list. The machines and the equipment to be installed, for usage of smart card, shall conform to the guidelines issued by the State Government. The software to be used thereon shall be the one approved by the State Government.

### **A. Cashless Access in case package is fixed**

Once the identity of the beneficiary and/ or his/her family member is established by verifying the fingerprint of the patient (fingerprint of any other enrolled family member in case of emergency/ critical condition of the patient can be taken) and the smart card procedure given below shall be followed for providing the health care facility under package rates:

- a) It has to be seen that patient is admitted for covered procedure and package for such intervention is available.
- b) Beneficiary has balance in his/ her HPUHPS account.
- c) Provisional entry shall be made for carrying out such procedure. It has to be ensured that no procedure is carried out unless provisional entry is completed on the smart card through blocking of claim amount.
- d) At the time of discharge final entry shall be made on the smart card after verification of patient's fingerprint (any other enrolled family member in case of death) to complete the transaction.
- e) All the payment shall be made electronically within One Month of the receipt of electronic claim in the prescribed format.

### **B. Pre-Authorization for Cashless Access in case no package is fixed**

Once the identity of the beneficiary and/ or his/her family member is established by verifying the fingerprint of the patient (fingerprint of any other enrolled family member can be taken in case of emergency/ critical condition of the patient) and the smart card, following procedure shall be followed for providing the health care facility not listed in packages:

- a) Request for hospitalization shall be forwarded by the provider after obtaining due details from the treating doctor in the prescribed format i.e. "request for authorization letter" (RAL). The RAL needs to be faxed/ emailed to the 24-hour authorization /cashless department at fax number/ email address of the SA along with contact details of treating physician, as it would ease the process. The medical team of SA would get in touch with treating physician, if necessary.
- b) The RAL should reach the authorization department of SA within 6 hours of admission in case of emergency or 7 days prior to the expected date of admission, in case of planned admission.
- c) In failure of the above "clause b", the clarification for the delay needs to be forwarded with the request for authorization.
- d) The RAL form should be duly filled in, with entries clearly marked Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.

- e) SA guarantees payment only after receipt of RAL and the necessary medical details. Only after SA has ascertained and negotiated the package with provider, it shall issue the Authorization Letter (AL). This shall be completed within 12 hours of receiving the RAL.
- f) In case the ailment is not covered or given medical data is not sufficient for the medical team of authorization department to confirm the eligibility, SA can deny the authorization or seek further clarification/ information.
- g) The SA needs to file a report to nodal agency explaining reasons for denial of every such claim.
- h) Denial of authorization (DAL)/guarantee of payment are by no means denial of treatment by the health facility. The health care provider shall deal with such cases as per their normal rules and regulations.
- i) Authorization letter [AL] will mention the authorization number and the amount guaranteed as a package rate for such procedure for which package has not been fixed earlier. Healthcare Provider must see that these rules are strictly followed.
- j) The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for Authorization letter (RAL) for hospitalization.
- k) The entry on the smart card for blocking as well at discharge would record the authorization number as well as package amount agreed upon by the healthcare provider and SA. Since this would not be available in the package list on the computer, it would be entered manually.
- l) In case the balance sum available is considerably less than the package cost, the healthcare provider should follow their norms of deposit/running bills etc. However, the healthcare provider shall only charge the balance amount against the package from the beneficiary. SA upon receipt of the bills and documents would release the guaranteed amount.
- m) SA will not be liable for payments in case the information provided in the “request for authorization letter” and subsequent documents during the course of authorization, is found incorrect or not disclosed.



## Appendix 8 – Guidelines for Technical Bid Qualification

These guidelines are to be used by the committee members who are conducting the evaluation of technical bids qualification for carrying out defined activities of the Himachal Pradesh Universal Health Protection Scheme (HPUHPS). Please note the following:

1. The process for assessing the technical bid is as follows
  - a. Open the envelopes marked “Technical proposal” on it.
  - b. After reading through the bid, let one of them fill up Criteria with the agreement of others.
  - c. All the bidders who fulfill all the Essential Criteria are declared successful.
  - d. The evaluator has to sign on every page.
2. Inform the selected bidders to be present for the opening of the financial bid on the specified date and time

### Appraisal of the technical proposal

Bidder No	Bidder Name	Number of separate documents <sup>1</sup> (including annexes)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

### ESSENTIAL CRITERIA

No	CRITERIA (Yes / No)	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12
1	The bidder has provided the document as per Annexure A												
2	Copy of the Registration certificate and Audited Balance sheet of the preceding three financial years issued by the Chartered Accountant.(Annexure B)												
3	Certified by Chartered Accountant/any other proof showing the experience. (Annexure C)												
4	Proof of financial experience issued by the relevant authority/ Chartered Accountant. (Annexure D)												
5	Undertaking to for not being blacklisted by Central/ State Government as an affidavit <b>Annexure E</b>												

<b>6</b>	Undertaking for agreeing with terms and conditions of this tender as <b>Annexure F</b>																		
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A document is considered separate if it is stapled / bound as a single entity. Even a one page covering letter should be considered as a separate document.

Any other remarks \_\_\_\_\_

If the answer to any one of the above criteria is “No”, then that particular bid is rejected.

***Reasons for rejection of any particular bidder***

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<i>Name of reviewer</i>	<i>Organization</i>	<i>Designation</i>	<i>Signature</i>

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