

**Tender Document for Selection of
Implementation Support Agency
for providing support services for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna (AB-PMJAY)
&
Mukhya Mantri Himachal Health Care Scheme (HIMCARE)**

In the State of Himachal Pradesh

.....

July 2022

Volume I:
Instructions to Bidders

Contents

Abbreviations	4
Data Sheet	5
Disclaimer	7
Definitions and Interpretations	9
1. Context	13
2. Purpose and Scope of this Tender Document	14
3. Eligibility of Bidders	14
3.1 <i>Qualification Criteria</i>	14
3.2 Consortium Not Allowed	15
4. Grounds for Rejecting the Bid	16
4.1 <i>Fraud and Corruption</i>	16
4.2 <i>Conflict of Interest</i>	18
4.3 <i>Misrepresentation by the Bidder</i>	18
4.4 <i>Other Grounds Declaring a Bid Ineligible</i>	19
4.5 <i>SHA's Right to Evaluate Eligibility</i>	19
5. Clarifications and Pre-Bid Meeting	20
5.1 <i>Clarifications and Queries</i>	20
5.2 <i>Pre-Bid Meeting</i>	21
6. Amendments to the Tender Documents	22
6.1 <i>Issuance of Addenda</i>	22
6.2 <i>Issuance of Revised Tender Documents</i>	22
6.3 <i>Extension of the Last Date of Bid Submission</i>	23
6.4 <i>Availability of Information</i>	23
6.5 <i>Correspondence with Bidders</i>	23
7. Preparation of Bids	23
7.1 <i>Interpretation of Tender Documents</i>	23
7.2 <i>Cost of Bidding</i>	24
7.3 <i>Language of the Bid</i>	24
7.4 <i>Due Diligence by the Bidder</i>	24
7.5 <i>Validity of Bids</i>	24
7.6 <i>Fee for Service</i>	25
7.7 <i>Formats for Bid Submission</i>	25
8. Content of Bids	26
8.1 <i>Qualification Bid Submission</i>	26
8.2 <i>Financial Bid Submission</i>	26
8.3 <i>Signing of the Bid</i>	27
8.4 <i>Submission of the Bid</i>	27
8.5 <i>Bid Submission Due Date</i>	27
8.6 <i>Withdrawal / modification of Bids</i>	27
9. Opening of Bids	28

10. Evaluation of Bids and Selection of Successful Bidder.....	29
10.1 Stage 1: Evaluation of the Qualification Bid.....	29
10.2 Stage 2: Evaluation of Financial Bids.....	29
10.3 Stage 3: Selection of the Successful Bidder.....	30
11. Execution of ISA Contract	30
11.1 Notification of Award	30
11.2 Execution of the ISA Contract	31
12. Rights of the State Health Agency	32
13. General.....	32
13.1 Confidentiality and Propriety Data.....	32
13.2 Governing Laws and Dispute Resolution	33
Format: Qual-1: Bid Application Cover Letter	34
Format: Qual-2: Applicant Details.....	38
Format: Qual-3: Power of Attorney for Signing of Bids	39
Format: Qual-4: Bidder's Undertaking	40
Format: Qual-5: List of Supporting Documents.....	41
Format: Qual-5-3: Format for Undertaking regarding claim handling and claim settlement	42
Format: Qual-6: Checklist for Qualification Bid.....	43
Format: Fin-1: Financial Bid	44

Abbreviations

AL	Authorization Letter (from the ISA)
BFU	Beneficiary Family Unit
CCGMS	Central Complaints Grievance Management System
CEO	Chief Executive Officer
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EHCP	Empanelled Health Care Provider
GST	Goods & Service Tax
HPSBYS	HP Swasthya Bima Yojna Society
IEC	Information, Education & Communication
INR	Indian National Rupees
IRDAI	Insurance Regulatory Development Authority of India
ISA	Implementation Support Agency
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
AB-PMJAY	Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna
HIMCARE	Mukhya Mantri Himachal Health Care Scheme
NHA	National Health Authority
NOA	Notice of Award
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
TPA	Third Party Administrator
UCN	Unique Complaint Number
UIDAI	Unique Identification Authority of India
UT	Union Territories

Data Sheet

Project title	AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJNA (AB-PMJAY) and MUKHYA MANTRI HIMACHAL HEALTH CARE SCHEME (HIMCARE)
Objectives of the project	The objective of AB-PMJAY & HIMCARE is to reduce out of pocket hospitalisation expenses, reduce unmet needs and improve access of identified families to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCPs).
Submissions required	Qualification Bid: Formats Qual-1 to Qual-8 as per Clause 7.7.1 of Volume I of the Tender Document. Financial Bid: Form Fin-1 as per Clause 7.7.2 of Volume I of the Tender Document.
Pre-bid conference	Yes
Contact details for all queries	Name: Devinder Kumar Designation: State Nodal Officer Address: HP Swasthya Bima Yojna Society (HPSBYS), Thakur Villa, Kasumpti, Shimla-9 Tel No.: 01772629840 Fax No. 01772629802 Email: snoabnhpm.hp@gmail.com
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	For the purpose of this Tender Document, eligible Bidders shall mean companies which are: - a. The Bidder should be registered with the Insurance Regulatory Development Authority of India (IRDAI) for carrying out health related activities for at least last three completed financial years. b. Having Average Annual Turnover of Rs. 10.00 crore in previous three (3) financial years; c. Having experience of handling at least 25,000 health claims during the last three financial year; d. Having experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs. 200 Crores in last three consecutive financial years. e. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

ISA Contract period	Term of Implementation Support Agency (ISA) contract will be for one year and may be extended on year to year basis for second and third year on the basis of performance.
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.
Address for bid submission	https://hptenders.gov.in
Important Dates:	
Date of release of Tender Document	01.07.2022
Last date of receiving queries	08.07.2022
Pre-bid meeting	19.07.2022 Venue: State Health & Family Welfare Institute, Parimahal, Kasumpti, Shimla-9
Issue of Addendum / revised Tender Document (if required)	On or before 23.07.2022 on the following website: www.hpsbys.in/www.hphealth.nic.in
Last date of bid submission	01.08.2022 up to 5:00 PM
Date and time of technical bid evaluation	02.08.2022 from 11:00AM onwards Venue: State Health & Family Welfare Institute, Parimahal, Kasumpti, Shimla-9 Physical submission of EMD (Rs. 4.00 Lakh) and Tender Document Cost (Rs. 500/- in a shape of DD in favour of Chief Executive Officer (CEO), HPSBYS) till 5.00 PM on 01.08.2022 in the office of CEO, HP Swasthya Bima Yojna Society, Thakur Villa, Opposite Jal Bhawan, Kasumpti, Shimla-9
Date and time of Financial Bid opening	02.08.2022 after evaluation of technical bids Venue: State Health & Family Welfare Institute, Parimahal, Kasumpti, Shimla-9
Issue of Notice of Award (NOA)	05.08.2022
Acceptance of Notice of Award	10.08.2022 up to 5.00 PM
Signing of ISA Contract	Within 21 days of acceptance of Notice of Award.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Department of Health and Family Welfare, Government of Himachal Pradesh, hereinafter referred to as the State Government, acting through the State Health Agency (SHA), or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document along with all its Volumes and such other terms and conditions subject to which such information is provided.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for the State Government or the SHA or its representatives, to consider the objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document, and where necessary obtain independent advice from appropriate sources. Neither the State Government nor the SHA nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. The State/ Union Territory (UT) Government shall incur no liability under any law including the law of contract, tort, the principles of restitution, or unjust enrichment, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. The statements and explanations contained in this Tender document are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the ISA's Contract or the State/ UT Government's rights to amend, alter, change, supplement or clarify the scope of work, or the ISA Contract to be signed pursuant to this Tender Document the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the State Government.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by the State Government or the SHA to the Bidders or any other person.

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

The issue of this Tender Document does not imply that the State Government is bound to appoint an ISA as the Successful Bidder, and the State Government reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh, without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstration or presentation which may be required by the State/ UT Government or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be

borne by the Bidders and the State / UT Government and its employees and advisors shall not be liable, in any manner whatsoever, for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

The entire Tender Document is in two volumes: *Volume I – Instruction to Bidders* and *Volume II – About AB-PMJAY and HIMCARE*.

This document is *Volume I* of the Tender Document, ‘Instruction to Bidders’.

Definitions and Interpretations

Addendum or Addenda means document issued in continuation or as modification or as clarification to certain points in the Tender Documents. The bidders would need to consider the main document as well as any addenda issued subsequently for responding to the bid.

Beneficiary means a member of the AB-PMJAY Beneficiary Family Units and HIMCARE who is eligible to avail benefits under the AB-PMJAY and HIMCARE, referred to as AB-PMJAY and HIMCARE Beneficiary henceforth in the document.

Beneficiary Family Unit under AB-PMJAY: Beneficiary Family Unit refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State Referred to as AB-PMJAY Beneficiary Family Unit henceforth in the document.

Beneficiary Family Unit under HIMCARE: All the families not covered under AB-PMJAY and State Government Medical Reimbursement scheme are covered.

Benefit Cover refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- that the covered families would receive under the AB-PMJAY and HIMCARE.

Bid refers to the qualification bid and the financial bids submitted by an eligible Implementation Support Agency pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and all subsequent submissions made by the Bidder as requested by the State Health Agency for the purposes of evaluating the Bid.

Bid Validity Period shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.

Bidder shall mean any eligible ISA which has submitted its bids in response to this Tender Document released by the State Government.

Days mean and shall be interpreted as calendar days unless otherwise specified.

EHCP or Empanelled Health Care Providers shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the AB-PMJAY and HIMCARE.

IEC shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, the State Government that are aimed at promoting information and awareness about the AB-PMJAY and HIMCARE and its benefits to the potential beneficiaries in particular and to the general population at large.

ISA means the successful bidder which has been selected pursuant to this bidding process and has

agreed to the terms and conditions of the Tender Document and has signed the ISA Contract with the State Government.

Material Misrepresentation shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

MoHFW shall mean the Ministry of Health and Family Welfare, Government of India.

AB-PMJAY shall refer to Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna , a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in Section 4 of Volume II of this Tender Document.

Mukhya Mantri HIMCARE shall refer to Mukhya Mantri Himachal Health Care Scheme, a scheme managed and administered by the Government of Himachal Pradesh through State Health Agency i.e. HP Swasthya Bima Yojna Society with the objective to reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Unites to quality inpatient care and day care surgeries for treatment of disease and medical conditions through a network of Empanelled Health Care providers for the risk covers defined in Section 4 of Volume II of this Tender Document.

Policy Cover Period shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by SHA from time to time.

Risk Cover shall mean an annual risk cover of Rs. 5,00,000/-covering in patient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP) for the AB-PMJAY and HIMCARE Beneficiary Family Units validated by the State Government or the designated State Health Agency (SHA) (Clause 1.1.b).

Successful Bidder shall mean the Bidder (ISA) whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted and with whom the State Government intends to select and sign the ISA Contract for this Scheme.

Scheme(s) shall mean the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority and Mukhya Mantri Himachal Health Care Scheme-HIMCARE managed and administered by Government of Himachal Pradesh through State Health Agency.

Selected Bidder shall mean the successful bidder who has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the ISA Contract with the State Government.

Service Area refers to all the districts in the State of Himachal Pradesh covered and included under this Tender Document for the implementation of AB-PMJAY and HIMCARE.

State Government refers to the duly elected Government in the State in which the tender is issued.

State Health Agency (SHA) refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Himachal Pradesh i.e. Himachal Pradesh Swasthya Bima Yojna Society for the purpose of coordinating, managing and implementing the AB-PMJAY and HIMCARE in the State of Himachal Pradesh.

Tender Documents refers to this Tender Document including Volume I - “Instruction to Bidders” and Volume II - “About AB-PMJAY” and “HIMCARE” including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

**Tender Document for the
Selection of Implementation Support Agency
To support the implementation of
Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna
&
Mukhya Mantri Himachal Health Care Scheme**

In the State of Himachal Pradesh

**Volume I
Instructions to Bidders**

Volume I: Instructions to Bidders

1. Context

- 1.1 The name of the Scheme is the “AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJNA” and shall hereafter be referred to as the AB-PMJAY or “SCHEME” and “MUKHYA MANTRI HIMACHAL HEALTH CARE SCHEME” and shall hereafter be referred to as the HIMCARE or “SCHEME”.
- 1.2 The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below. In addition to this the State Government is implementing Mukhya Mantri HIMCARE on the analogy of AB-PMJAY to cover the left-out families.
- 1.3 The following benefits will be covered for the eligible AB-PMJAY and HIMCARE beneficiary families under the SCHEME.
 - a. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
 - b. Pre and post hospitalisation cover
 - c. Benefit Cover of Rs. 5,00,000 (Rupees Five Lakh only) per eligible Beneficiary Family Unit per annum under AB-PMJAY and HIMCARE.
- 1.4 Eligible family will include all members within identified relationships as included in the SECC Database/Ration Card and updated from time to time (refer to Volume II of this Tender Document). Under HIMCARE, families not covered under AB-PMJAY/ State Government Medical Reimbursement Policy are eligible for availing cashless treatment.

For further details about the Scheme including risk cover, benefit packages and procedures covered, roles and responsibilities of the ISA and all other relevant details, refer to Volume II of this Tender Document.

2. Purpose and Scope of this Tender Document

2.1 The purpose of this Tender Document is to select the most competent and competitive Implementation Support Agency to provide the *Benefit Cover* under the Scheme referred to in **1.3** above and in detail in **Volume II** of this Tender Document.

2.2 **Beneficiaries and Geographical Coverage:** The aim of AB-PMJAY is to provide the benefit to all eligible Beneficiary Families included in the Socio-Economic Caste Census (SECC) database and existing RSBY beneficiaries (478985) in all the Districts of Himachal Pradesh. The total beneficiary base is estimated to be around 4.79 lakhs since a considerable overlap is bound to be present in the two categories of beneficiaries.

In addition, the State is implementing Mukhya Mantri HIMCARE to provide the benefit to all the families not covered under AB-PMJAY and State Government Medical Reimbursement Policy. At present around 6.04 lakh families are covered under Mukhya Mantri HIMCARE.

The enrolment under the scheme(s) is a continuous process and beneficiary base may increase in future. Bids are invited from interested and eligible Companies to provide support in implementation of both the schemes.

2.3 In addition to the number of eligible AB-PMJAY Beneficiary Family Units as given above, the MoHFW/ State/ UT Government/ Other Ministries may add more beneficiaries to the Scheme as part of additional sponsored category. The cost for add-on beneficiary families will be borne by the States / UTs / Other Ministries respectively. The unit of coverage for Benefit Cover will be a AB-PMJAY Beneficiary Family Unit, which will include all family members as further defined in **Volume II** of this Tender Document.

2.4 The SHA hereby invites applications from interested and eligible Implementation Support Agencies to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.

3. Eligibility of Bidders

3.1 Qualification Criteria

3.1.1 Only those companies that are registered with the Companies Act 1956/ Companies act 2013 and associated with general insurance/health insurance industry as Third Party Administrators (TPA) to support insurers in health insurance or related activities for a minimum of three (3) consecutive years with a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA as on the date of issue of this Tender Document and meeting the criteria as defined below

shall be eligible to submit a Bid in response to this Tender Document.

3.1.2 The minimum qualification criteria as per the guidelines laid down by Ministry of Health & Family Welfare, Government of India are as follows:

- i. The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or 2013, in India.
- ii. The Bidder should be registered with the IRDAI as TPA for at least last three completed financial years.
- iii. Having Average Annual Turnover of Rs. 10.00 crore in the previous three (3) financial years;
- iv. Having experience of handling at least 25,000 health claims during the last three financial year;
- v. Having experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years.
- vi. The Bidder should unconditionally accept the terms and conditions of this Tender Document.

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

3.2 Consortium Not Allowed.

3.2.1 **Consortium applications are not allowed** under this Tender Document.

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

3.2.3 Required Documents for Eligibility and Qualification Criteria: This is for guidance purpose detailed required checklist of Qualification Bid:

SN	Criteria	Document Required
1.	The Bidder should be a registered private or public limited insurance company	Certification of Incorporation along with the Articles & Memorandum of Associations of the Company under The Companies Act, 1956 and/or 2013, in India

2.	The Bidder registered as private or public insurance companies shall be registered with the Insurance Regulatory and Development Authority of India (IRDAI) as TPA for at least last three consecutive financial years	True certified copies of the existing registration granted by the IRDAI for carrying TPA business in India along with the renewal certificates
3.	The Bidder should be registered with the IRDAI to carry out as TPA business for at least last three financial years	True certified copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India and last three years' renewal certificates
4.	The Bidder should have Average Annual Turnover of Rs. 10.00 crore in the previous three (3) financial years	Audited Balance Sheet and Profit and Loss Statement with Auditors' Report for the preceding three fiscal years immediately preceding Bid Due Date
5.	The bidder should have experience of handling at least 25,000 health claims in all the three preceding financial year;	True certified copies of work orders/ Letter of Award which provides proof that the bidder has experience of handling at least 25,000 health claims in all the three preceding financial year preceding Bid Due Date.
6.	The bidder should have experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years.	Declaration / Undertaking / Certificate from their Statutory Auditor which provides proof that the bidder experience in processing medical claims of not less than Rs. 100 crore in last financial year and not less than a total of Rs.200 Crores in last three consecutive financial years, immediately preceding Bid Due Date.

4. Grounds for Rejecting the Bid

4.1 Fraud and Corruption

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

4.1.2 Without prejudice to the rights of the SHA under **Clause 4.1**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be

eligible to participate in any tender or bid process conducted by the State Government or any of the other Ministries, Departments, State owned enterprises or undertakings of the State Government or the SHA for a period of three years from the date that such an event occurs.

4.1.3 For the purpose of this **Clause 4.1**, the following terms will have the meanings given to them below:

a. **corrupt practice** means:

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

(ii) engaging in any manner whatsoever, whether during the Bidding Process before or after the execution of the ISA Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the ISA Contract, who at anytime has been or is a legal, financial or technical advisor of the State Government or the SHA on any matter concerning the Scheme.

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

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

d. **undesirable practice** means:

(i) establishing contact with any person connected with or employed or engaged by the SHA or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

(ii) having a Conflict of Interest (as defined in **Clause 4.2** below).

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

4.2 Conflict of Interest

- 4.2.1 A Bidder shall not have any conflict of interest (a **Conflict of Interest**) that affects the Bidding Process.
- 4.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 4.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
 - (i) the person exercising Control is the Government of India, a State Government, other Government company or entity controlled by a Government, a bank, pension fund or a financial institution; or
 - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
 - b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
 - c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
 - d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

4.3 Misrepresentation by the Bidder

- 4.3.1 The SHA shall have the right to reject any bid if:
 - a. at any time, a material misrepresentation is made by the Bidder; or
-

- b. the Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.

4.3.2 The SHA has the right to reject any Bid if it is found that during the evaluation or at any time before signing the ISA Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of the SHA, 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 Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into the ISA Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the SHA to the Bidder, without the SHA being liable in any manner whatsoever to the Bidder.

4.4 Other Grounds Declaring a Bid Ineligible

4.4.1 If the bidder has:

- a. been black-listed or been declared as ineligible to bid for Government sponsored health insurance schemes by Government of India or Government of Himachal Pradesh, and such black-listing or bar subsists as on the last date of bid submission; or
- b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
- c. any contract for the implementation support of a Government sponsored health insurance scheme has been terminated by at least four Governments or government instrumentalities for breach by such Bidder, in any of the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.

4.4.2 A Bid submitted by any such Company shall be rejected by the SHA at any stage that the SHA acquires any such knowledge and undertakes its due diligence.

4.5 SHA's Right to Evaluate Eligibility

4.5.1 The SHA reserves the right to require a Bidder to submit documentary evidence, in the form and manner that the SHA deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at anytime:

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

- 4.5.2 The SHA reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by the SHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the SHA under this Tender Document.
- 4.5.3 If the SHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the SHA shall have the right to:
- a. disqualify the Bidder and reject its Bid; or
 - b. revoke the NOA or terminate the ISA Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- 4.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the ISA Contract executed with it.
- 4.5.5 If the SHA terminates the ISA Contract in accordance with **Clause 4.4** and /or **Clause 4.5**, then the ISA shall be liable to repay the fee received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the ISA Contract, including liability to pay penal charges, if any, levied by the SHA.

5. Clarifications and Pre-Bid Meeting

5.1 Clarifications and Queries

- 5.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the SHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet. No query shall be entertained after the last date of receiving queries as mentioned in the Data Sheet.
- 5.1.2 The SHA shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Tender Notice and the Data Sheet.
- 5.1.3 The responses to such queries shall be published on the Scheme website of the State Government or the SHA / the Scheme within the time frame indicated in the Data Sheet.
- 5.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s) for the response to the queries or requests for clarifications. The SHA's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the relevant website specified in the Data Sheet.
- 5.1.5 The SHA 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 SHA to respond to any query or to provide any clarification.

- 5.1.6 The SHA may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by SHA shall be issued on or before the date specified in the Data Sheet on the relevant website.
- 5.1.7 Verbal clarifications and information given by the SHA, or any other person for or on its behalf shall not in any way or manner be binding on the SHA.
- 5.1.8 Should the SHA deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 6.1**.

5.2 Pre-Bid Meeting

- 5.2.1 The SHA shall organize a Pre-Bid meeting with all interested Bidders before the last date of bid submission (the **Pre-Bid Meeting**) to provide an understanding of the Bidding Process, the Scheme, the terms of the ISA Contract and the services to be provided by the ISA and to understand any queries, issues or suggestions that the Bidders may put forward.
- 5.2.2 The Pre-Bid Meeting will be convened on the date and time specified in the Tender Notice and the Data Sheet.
- 5.2.3 A Bidder may nominate up to two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the SHA of its representatives along with its authority letter to the SHA at least two days prior to the Pre-Bid Meeting.
- 5.2.4 The Bidders are requested to submit any query or seek clarifications in writing, to reach the SHA not later than the date specified in the Data Sheet, so that the SHA can address the issues comprehensively at the Pre-Bid Meeting. No query shall be entertained after the last date of receiving queries as mentioned in the Data Sheet.
- 5.2.5 Without prejudice to the foregoing Clauses, the Bidders will be free to make suggestions for consideration of the SHA in the course of the Pre-Bid Meeting.
- 5.2.6 The SHA may provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
- 5.2.7 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues

written interpretations and clarifications in accordance with **Clause 6.1**. All such Addendum will be published on the relevant website.

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

6. Amendments to the Tender Documents

6.1 Issuance of Addenda

- 6.1.1 Up until the date that is specified in the Data Sheet, the SHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) till the last date of day of receiving queries as mentioned in the Data Sheet, amend the Tender Document by issuing an Addendum.
- 6.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued in accordance with this **Clause 6.1**.
- 6.1.3 Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- 6.1.4 Any oral statement made by the SHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

6.2 Issuance of Revised Tender Documents

- 6.2.1 The SHA shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the SHA, on the date specified in the Bid Schedule. The Addendum or the revised Tender Documents issued by the SHA shall be definitive and binding. It shall be the duty of the bidder to check the website as mentioned in the Data Sheet for such addendums and revised tender and the SHA shall not be responsible for any such omission on the part of the bidder.
- 6.2.2 The SHA will assume that the information contained in or provisions of the revised Tender Documents have been taken into account by the Bidder in its Bid.
- 6.2.3 The SHA assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or amendments issued or for any consequent losses suffered by the Bidder.

6.3 Extension of the Last Date of Bid Submission

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

6.4 Availability of Information

6.4.1 The information relating to or in connection with the Scheme(s), the Bidding Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website specified in the Data Sheet and remain published until the last date of bid submission.

6.4.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the SHA by sending an e-mail request to snoabnhpm.hp@gmail.com. However, no query shall be entertained beyond the last date of queries as specified in the Data Sheet.

6.4.3 The SHA shall make best efforts to respond to e-mail request(s) in 6.4.2. However, no query shall be entertained beyond the last date as mentioned in the Data Sheet.

6.5 Correspondence with Bidders

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

7. Preparation of Bids

7.1 Interpretation of Tender Documents

7.1.1 The entire Tender Document with all its Volumes (**Volume I and Volume II**) must be read as a whole.

7.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the SHA at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.

7.1.3 The SHA may issue directions to the Bidders regarding the interpretation of the

Tender Documents wherever it deems fit.

7.2 Cost of Bidding

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

7.3 Language of the Bid

- 7.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the SHA shall be only in the English language.
- 7.3.2 Any printed literature/ document furnished by the Bidder, if asked for by the SHA as a part of the bid submission documents as provided in **Clause 7.7**, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the SHA during the bid evaluation.

7.4 Due Diligence by the Bidder

- 7.4.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- 7.4.2 The SHA shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

7.5 Validity of Bids

- 7.5.1 Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.
- 7.5.2 In exceptional circumstances, the SHA may request the Bidders to extend the Bid

validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.

7.5.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

7.6 Fee for Service

7.6.1 The Bidders are, as a part of their Financial Bid, required to quote the fee:

- a. for carrying out the various implementation activities under AB-PMJAY and HIMCARE and for servicing the Benefit Risk Cover Benefit per annum in the State;
- b. Fee quoted shall be inclusive of all costs including but not limited to expenses, overheads, profit margins and Goods service charges, but exclusive of all taxes, duties cess, and Goods & Service tax (GST) (if any) in the format specified at **Form Fin-1**; and
- c. GST & other applicable taxes shall be quoted as per format specified at Fin-1.
- d. All fee quoted shall be only in Indian Rupees and up to two decimal places.

7.7 Formats for Bid Submission

The bids shall be submitted through online system on <https://hptenders.gov.in> and original scanned copies of documents should be uploaded on the portal.

Bid submission shall be a single stage exercise with 2 covers/ steps, the two being: **Qualification Bid** and **Financial Bid**.

7.7.1 Formats for **Qualification Bid**

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-3**
 - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
 - (ii) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**

(iii) True certified copies which provides proof that the Company has experience of handling at least 25,000 claims in the last financial year and experience of Company in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years in a form of affidavit in a stamp paper of Rs. 10/- duly notarized: marked as Annexure **Qual-5-3**

- f. Checklist for submission of Qualification Bid: **Qual-6**
- g. Earnest Money Deposit (EMD) amounting to Rs. 4.00 lakh in a shape of DD in favour of Chief Executive Officer, HP Swasthya Bima Yojna Society, payable at Shimla. Qual-7
- h. Digital Signature Certificate (DSC) Authorisation letter on letterhead of company – Qual -8

7.7.2 Formats for **Financial Bid**

- a. The Bidder shall submit its Financial Bid only in Form **Fin-1**. Financial bid submitted in any other form shall make the bid non-responsive and shall be rejected by the SHA.

8. Content of Bids

8.1 Qualification Bid Submission

- 8.1.1 Bidders shall only submit the Qualification Bid in the format set out in Forms Qual-1 to Qual-4, Qual-5-1 to Qual-5-3, Qual-6 & Qual-7 as specified in Clause 7.7.1 above.
- 8.1.2 Bidders shall not include any other documents as part of the Qualification Bid except the documents specified in Clause 8.1.1.

8.2 Financial Bid Submission

- 8.2.1 Bidders shall only submit the Financial Bid in the format set out at **Form Fin-1** as specified in Clause 7.7.2 above and not include any other documents as part of the Financial Bid.
- 8.2.2 Each Bidder is required to quote the estimated costs in Format Fin 1:
 - a. For providing the defined services, as set out in Form **Fin-1**.
 - b. the costs quoted shall be inclusive of all costs including costs, expenses, overheads and profits payable in respect of such costs but excluding any taxes, GST, cess; and

- c. all amounts quoted shall be only in Indian Rupees and up to two decimal places.

8.3 Signing of the Bid

- 8.3.1 Each Bid should be digitally signed by the authorized signatory of the Bidder.

8.4 Submission of the Bid

- 8.4.1 Each Bidder shall submit their bid on the e-tender portal specified by the State Government <https://hptenders.gov.in> as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal.
- 8.4.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 8.4.3 As a legal requirement, Class 2 and Class 3 certificate (preferably with token) is required to access the e-tender portal. Interested bidders shall need to procure Signing certificate. Signing certificate will be used for Logging in and Bid submission. Bidders may approach a Certifying Authority in India for obtaining Digital Signature Certificates, details of which can be accessed from the Controller of Certifying Authorities of the Ministry of Electronics and Information Technology, Government of India at www.cca.gov.in

(Mode: Only online bids will be accepted and original scanned copies of documents should be uploaded on the portal.)

8.5 Bid Submission Due Date

- 8.5.1 The Bid shall be submitted on or before 05:00 PM on the last date of bid submission. After the specified time on the last date of bid submission no bid submission shall be allowed. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any bid submissions and all such provisions on the said portal shall be disabled.
- 8.5.2 The SHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 6.1**.

8.6 Withdrawal / modification of Bids

- 8.6.1 A Bidder may withdraw or substitute its Bid after submission but prior to the specified time on the last date of bid submission on the eportal i.e. <https://hptenders.gov.in>.

- 8.6.2 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

9. Opening of Bids

- 9.1 The SHA shall open the bids at the date and time indicated in the Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal.
- 9.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 9.3 After opening of the Bids by the SHA, all Bidders whose Bids have been successfully received on the e-tender portal shall receive a mail notification informing the details such as the Bid has been opened by the official, department and date and time of opening.
- 9.4 Once all the Qualification Bids have been opened online through e-tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Qualification Bid and the eligibility of Bidders is set out at **Clause 10.1**.
- 9.5 A comparative statement of prequalification assessment shall be sent to all Bidders whose Bids have been successfully received on the e-tender portal.
- 9.6 Bidders who will qualify will be intimated through email.
- 9.7 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders who have qualified the qualification bid and who choose to be present at the time, date & venue specified in the Data Sheet. The procedure for evaluation of the Financial Bids is set out at **Clause 10.2 and 10.3**. The name of the selected bidder shall be declared upon completion of selection process and the results of the Financial Bids of all Bidders shall also be made available on the e-Tender Portal immediately after the completion of opening process.
- 9.8 Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the ISA Contract is subsequently awarded to it on the basis of such information.

10. Evaluation of Bids and Selection of Successful Bidder

10.1 Stage 1: Evaluation of the Qualification Bid

10.1.1 The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification criteria based on the following parameters:

- a. The Bid is complete in all respects and in the prescribed formats.
- b. It contains no material alterations, conditions, deviations or omissions.
- c. All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
- d. All undertakings required under this Tender Document are in the prescribed format and unconditional.
- e. Based on the review of documents the SHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
- f. The application is unconditional in all respects.

10.1.2 Qualification Bids not meeting any of the criteria mentioned in **Clause 10.1.1** above shall be liable to be rejected.

10.1.3 In order to determine whether the Bidder is eligible and meets the qualification criteria, the SHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the SHA receives from the Bidder upon request by the SHA.

10.1.4 After completion of the evaluation of the Qualification Bids, the SHA will open the financial bids as per the particulars mentioned in the data sheet. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.

10.1.5 All the qualified bidders, who choose to be present, shall have the right to attend the final meeting in which financial bids shall be evaluated. However, bidder who has not qualified the qualification bid shall not be allowed to be present.

10.2 Stage 2: Evaluation of Financial Bids

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

No change in the fee quoted or any change to substance of any Bid shall be sought,

offered or permitted.

10.3 Stage 3: Selection of the Successful Bidder

10.3.1 In selecting the Successful Bidder, the objectives of the SHA are to select a Bidder that:

- a. is an Eligible Bidder;
- b. has submitted a Financial Bid complete in all respects; and
- c. has quoted the Lowest Financial Cost (L-1)

10.3.2 In case two or more bidders have the same lowest composite cost (rounded off to two decimal points), the SHA shall then conduct reverse auction by negotiating with the bidders.

11. Execution of ISA Contract

11.1 Notification of Award

11.1.1 Upon selecting the Successful Bidder in accordance with **Clause 10.3** above, the SHA shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder:

- declaring it as the Successful Bidder;
- accepting its Financial Bid (as corrected by the SHA if required);
- requesting it to fulfil the conditions specified in **Clause 11.1.2**; and

subject to fulfilment of the conditions specified in **Clause 11.1.2**, requesting it to execute the ISA Contract and to fulfil the conditions precedent to execution in accordance with **Clause 11.2**.

11.1.2 The Bidder declared as the Successful Bidder shall:

- a. Sign and return one original copy of the NOA to the SHA as acceptance thereof in the selection meeting itself and in acceptance of the terms of the revised draft ISA Contract issued by the SHA in accordance with **Clause 11.2** and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
- b. Within three days of receiving the NOA, provide to the SHA information regarding the plan of the outsourcing of non-core business to any agency. It shall be the obligation of the ISA to satisfy itself of the qualifications of such

agency and other providers as per IRDAI regulations. The ISA may be asked to submit documents establishing the qualification of such outsourced agency. No such submission is required if the ISA does not propose to hire a outsource agency or any other intermediary for any non-core task related to the AB-PMJAY and HIMCARE.

11.1.3 If the Bidder to whom the NOA has been issued, does not sign and return one original copy of NOA to the SHA as acceptance till 5.00 PM on the decided date, the SHA shall disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future AB-PMJAY and HIMCARE Tenders in the State of Himachal Pradesh for a period of three consecutive years from such date. Similarly, if condition set out in clause 11.1.2 (b) is not complied with within the specified time frame, a similar action of disqualification shall be taken by the SHA.

11.1.4 If the SHA disqualifies such Bidder, then the SHA will evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 10.3**. The SHA will exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

11.2 Execution of the ISA Contract

The SHA and the Selected Bidder shall execute the ISA Contract within 21 days of the acceptance of the NOA by the Selected Bidder. The ISA Contract shall be executed in the form of the final drafts provided by the SHA.

11.2.1 The Selected Bidder shall execute the ISA Contract in the revised draft form published by the SHA or in the further revised draft form issued by the SHA, with minimal changes or amendments being made to reflect facts or to correct minor errors. The SHA shall, before the date specified in the Data Sheet for the execution of the ISA Contract, provide the Selected Bidder with the final execution draft of the ISA Contract.

11.2.2 The SHA shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the ISA Contract provided by the SHA.

11.2.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the ISA Contract, the SHA will disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder. If the SHA disqualifies such Bidder and revokes the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.

11.2.4 Subject to the Selected Bidder complying with **Clause 11.1.2**, the SHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the SHA. The ISA Contract shall be executed in the form of the final execution draft provided by the SHA under

Clause 11.2.1.

- 11.2.5 The Selected Bidder agrees that as conditions precedent to the execution of the ISA Contract in accordance with **Clause 11.2.4**, it shall submit executed copies of the services agreements signed by the outsourced agency and other Service Providers nominated by it in accordance with **Clause 11.1.2(b)**. Such services agreement (s) shall be in compliance with the provisions of the ISA Contract.
- 11.2.6 If the SHA is ready and willing to execute the ISA Contract, but the Selected Bidder does not agree to execute the ISA Contract within the time period specified in **Clause 11.2.4** or to fulfil the conditions precedent to the execution of the ISA Contract that are specified in **Clause 11.2.4**, the SHA will disqualify the Selected Bidder and revoke the NOA. If the SHA disqualifies such Bidder and revoke the NOA, then the consequences set out in **Clause 11.1.3 and Clause 11.1.4** shall follow.

12. Rights of the State Health Agency

The SHA 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 ISA Contract, without thereby incurring any liability to the affected Bidder(s);
- b. accept the lowest Bid;
- c. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- d. 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.

13. General

13.1 Confidentiality and Propriety Data

13.1.1 The Tender Documents, and all other documents and information that are provided by the SHA are and shall remain the property of the SHA 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.

13.1.2 The SHA 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.

13.1.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the SHA or such Bidder on or matters arising out of or concerning the Bidding Process.

13.1.4 Except as stated in these Tender Documents, the SHA 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 SHA will 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 SHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

13.2 Governing Laws and Dispute Resolution

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws in force within the State of Himachal Pradesh and the competent courts at State capital Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Format: Qual-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

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

To:

Dear Madam/Sir,

Sub: Qualification Bid for Implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh

With reference to your Tender Documents dated _____, we, [insert name of Bidder], wish to submit our Qualification Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) and Mukhya Mantri Himachal Health Care Scheme (HIMCARE) in the State of Himachal Pradesh. Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

1. We acknowledge that the Department of Health & Family Welfare, Government of Himachal Pradesh or any other person nominated by the Government of Himachal Pradesh (the **State Health Agency**) will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the State Health Agency any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the State Health Agency to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, 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 Health 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, and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
5. We represent and warrant that:
- a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
 - b. We unconditionally accept the terms of the ISA Contract that will be signed after selection of ISA and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main ISA Contract or the draft Supplementary ISA Contract, if declared as the Successful Bidder.
 - c. We are registered with the IRDAI to undertake the health related activities in India and we hold a valid registration for the same as on the date of submission of this Bid.
 - d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
 - e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health 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 Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The State Health Agency shall not return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.
 - g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
 - h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations

under the ISA Contract.

- i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health 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 Health Agency or a ground for termination of the ISA Contract.
 - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until _____.
6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
 7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 6 of Volume I of tender document.
 8. We undertake that if we are selected as the Successful Bidder we shall:
 - a. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) on the same day of receipt of the NOA, as confirmation of our acceptance of the NOA. Otherwise, our bid shall stand disqualified.
 - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the State Health Agency. Execute the ISA Contract with **DETAILS OF THE BIDDER**.
 9. Details of the Company
 - a. Name:
 - b. Address of the corporate headquarters and its branch office head in the State, if any:
 - c. Date of incorporation and/or commencement of business:
 10. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:
 - c. Name:
 - d. Designation:
 - e. Company:
 - f. Address:
-

g. The State Health Agency.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the ISA Contract(s) to support the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh.
12. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
13. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in State of Himachal Pradesh.

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

Dated this *[insert date]* day of *[insert month]*, 2022

(Signature)
.....(insert name of the authorized signatory)
In the capacity of ____ [position]
Duly authorized to sign this Bid for and on behalf of _____ [name of Bidder]

Format: Qual-2: Applicant Details

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

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

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

Dated this ___ day of , 2022

(Signature)
..... (insert name of the authorized signatory)
In the capacity of _____ [position]
Duly authorized to sign this Bid for and on behalf of _____ [name of Bidder]

Format: Qual-3: Power of Attorney for Signing of Bids

(On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

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

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

Dated this the _____ Day of _____ 2022

For _____
(Name, Designation and Address)

Accepted

Signature)
(Name, Title and Address of the Attorney)

Date: _____

Format: Qual-4: Bidder's Undertaking

[On letterhead of the Bidder]

From

[Name of Bidder]
[Address of Bidder]

Date: [insert date], 2022

To

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the AB-PMJAY and
HIMCARE in the State of Himachal Pradesh.

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of ISA Contract for the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh.

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

Dated this ___ day of , 2022

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

In the capacity of ___[position]

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

Format: Qual-5: List of Supporting Documents

- a. Bid Application Cover Letter: **Qual-1**
- b. Applicant Details: **Qual-2**
- c. Power of Attorney for Signing of Bids: **Qual-3**
- d. Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Qual-4**
- e. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-4**
 - i. True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
 - ii. Previous three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure **Qual-5-2**
 - iii. True certified copies which provides proof that the Company has experience of handling at least 25,000 claims in the last financial year and experience of Company in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 200 crore in last three consecutive years in a form of affidavit in a stamp paper of Rs. 10/- duly notarized: marked as Annexure **Qual-5-3**
- f. Checklist for submission of Qualification Bid: **Qual-6**
- g. **EMD amounting to Rs. 4.00 lakh in a shape of DD in favour of Chief Executive Officer, HP Swasthya Bima Yojna Society, payable at Shimla. Qual-7**
- h. DSC authorization letter – Qual - 8

Format: Qual-5-3: Format for Undertaking regarding claim handling and claim settlement

(On Rs. 10 Stamp paper duly attested by Notary Public)

UNDERTAKING AS AN AFFIDAVIT

I _____ S/o Sh. _____ authorized
signatory of M/s _____ having its principal office of
business/registered office at _____
_____ (Full Address) do hereby
solemnly affirm and declare that Company has experience of handling at least 25,000 claims
in the last financial year and has experience of claim processing amounting to Rs. 100 crore
in last financial year and a total of Rs. 200 crore in last three consecutive years.

Deponent

Verification

Verified at _____ (place) on this ____ day of _____, 2022 that the content
of this affidavit are true and correct to the best of my knowledge, information and belief.

Deponent

Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

From

Name:
Address:

Date:

To

The CEO,
HPSBYS,
Himachal Pradesh

Dear Sir,

Subject: Financial Bid for Implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh

With reference to your Tender Documents dated _____ we, _____ (Name of Bidder), wish to submit our Financial Bid for the award of the ISA Contract(s) for the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh. Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the ISA Contract for the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh. 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 Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the State Health 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 our right to challenge the same on any account whatsoever.

5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid.
6. We acknowledge and declare that the State Health 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 Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
8. For carrying out the activities as provided below and providing human resources as per the table below, we are quoting the following lump sum cost:

Sl. No.	Item Description
1	Processing and approval of beneficiary identity verification requests under AB-PMJAY and HIMCARE, received from Pradhan Mantri Aarogya Mitras and HIMCARE Sathis at the hospitals/LMKs, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from Pradhan Mantri Aarogya Mitras and HIMCARE Sathis at the network hospital/LMKs.
2	Processing of pre-authorization requests related to the scheme(s) from the hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within Turn Around Time (TAT) as per scheme(s) guidelines.
3	Scrutinize the claims from the network hospitals (i.e. ensuring charges are as per the package rates) and give approval for the sanction of the claims and forward it to the SHA for payment within Turn Around Time (TAT) as per guidelines.
4	Fraud detection and control including providing a team with adequate manpower to analyse data for analyzing patterns, frauds, abuse and taking actions against the hospitals.
5	Setting up and management of toll-free call center including linkage with national call center as defined by Government of India anywhere in the country with the condition that the operators should be well conversant with the local dialects, should be sensitive and a prompt response and redressal of any query is ensured by the ISA.
6	To provide adequate manpower, so as to ensure free flow of daily MIS and ensure that progress of scheme is reported to the Society in the desired format on a real-time basis
7	Providing hardware i.e. 2D QR Code Reader and Finger Print Device and IRIS scanner (UIDAI Compliant and tested with AB-PMJAY IT Systems) at all empanelled public hospitals including their maintenance and timely replacement in case of malfunction.
8	Provide one State Coordinator (minimum MBA and minimum 5 years of experience in health sector) who shall be responsible for implementation of the Scheme and performance of the Implementation Support Contract in the State/UT.

9	Providing one District Coordinator with Bachelor's degree and more than 3 years' experience for monitoring, supervision of Pradhan Mantri Aarogya Mitras and HIMCARE Sathis & training of field workers.	
10	Providing one District Grievance Officer/District level Auditor with Bachelor's degree and more than 3 years of work experience for each of the districts who shall be responsible for handling grievances in the district.	
11	Medical Auditors (a team of MBBS Doctors and specialists with relevant specializations) for conducting concurrent audits of services delivered and medical facilities available in Network Hospitals.	
12	Providing full time claim processing team at centralised level (minimum MBBS and a team of specialists with relevant specializations) which shall be responsible for pre authorization, claim management, medical audits, claim audit, fraud control etc.	
13	Provide and pay monthly service charges for CUG connections to SHA office & all Pradhan Mantri Aarogya Mitras and HIMCARE Sathis and District Coordinators plus few back up including free intra group calls/data.	
14	Training programme including refresher training for Hospitals, Coordinators including Pradhan Mantri Aarogya Mitras and HIMCARE Sathis of all network Hospitals once in each quarter.	
15	IEC Activities for promotion of the scheme through social media, print media, electronic media etc. which shall not be limited to printing of adequate pamphlets for distribution to beneficiaries at the level of EHCP.	
Lump Sum fee per year excluding GST/Taxes	(A)	Rupees (in figures)..... Rupees (in words)
GST or applicable taxes	(B)	Percentage
Total Lump Sum fee per year incl all applicable taxes	(C)= (A+B)	Rupees (in figures)..... Rupees (in words)

[Note to Bidders: The Bidders are required to quote the fee under row A, B, and C up to two decimal points.]

The bidder will quote fixed yearly fees only for AB-PMJAY. The same amount will be paid under Mukhya Mantri HIMCARE scheme as well.

9. We acknowledge, confirm and undertake that:

- a. The terms and conditions of the Tender Documents and the Fee being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.

10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or

question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the ISA 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 Health Agency carefully. We understand that except to the extent as expressly set forth in the ISA Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health 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 Health Agency if the ISA Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.
14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Shimla 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.

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

Dated this ____ day of _____, 2022

Signature

Name of Authorized signatory

In the capacity of _____ (position)

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

**Tender Document for Selection of
Implementation Support Agency
for providing support services for the implementation of
Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna
&
Mukhya Mantri Himachal Health Care Scheme
In the State of Himachal Pradesh**

July 2022

Volume II:

About AB-PMJAY & HIMCARE

Schedule of Requirements, Specifications and Allied Technical Details

Table of Contents

Definitions and Interpretations	5
Disclaimer	7
1. Name of the Scheme(s).....	9
2. Objectives of the Scheme(s)	9
3. Beneficiaries and Beneficiary Family Unit.....	9
4. Risk Covers and Sum Insured	9
4.1 Risk Cover and Sum Insured.....	9
4.2 AB-PMJAY Sum Insured on a Family Floater Basis	10
5. Benefit Package: AB-PMJAY and HIMCARE Cover	10
5.1 Benefits under AB-PMJAY and HIMCARE.....	10
5.2 Exclusions under AB-PMJAY and HIMCARE	11
5.3 Benefits Available only through Empanelled Health Care Providers.....	11
6. Package Rates	11
7. Identification of Beneficiary Family Units.....	13
8. Empanelment of Health Care Providers.....	13
9. Agreement with Empanelled Health Care Providers	14
10. De-empanelment of Health Care Providers.....	15
11. Implementation Support Contract.....	15
11.1 Term of the Implementation Support Contract with the Implementation Support Agency	15
11.2 Start of Policy.....	15
11.3 Commencement of Cover Period in State.....	15
11.4 Implementation Support Period	16
11.5 Renewal of Implementation Support Period	16
11.5.1 Cover Period for the AB-PMJAY and HIMCARE Beneficiary Family Unit in the First Policy Cover Period	16
11.6 Cover Period in the Renewal.....	16
11.7 Payment of Fee to Implementation Support Agency.....	17
12. Cashless Access of Services	17
13. Pre-authorisation of Procedures.....	18
14. Portability of Benefits	20
15. Claims Management	21
16. Project Offices of the Implementation Support Agency	21
16.1 Project Office at the State Level	21
16.2 District Offices	21
16.3 Organizational Set up and Functions.....	21

17. Call Center Services	23
18. Capacity Building Interventions	24
19. Management Information System	25
20. Commitments of the Implementation Support Agency.....	25
21. Plan for Provision of Services in the Absence of Internet Connectivity.....	27
22. Monitoring and Verification	27
22.1 Scope of Monitoring	27
22.2 Monitoring Activities to be undertaken by the Implementation Support Agency.....	27
22.3 Monitoring Activities to be undertaken by the State Health Agency	29
22.4 Key Performance Indicators for the Implementation Support Agency.....	31
22.5 Measuring Performance.....	31
23. Fraud Control and Management.....	31
24. Reporting Requirements	32
25. Events of Default of the Implementation Support Agency and Penalties	33
25.1 Events of Default	33
25.2 Penalties	34
26. Coordination Committee	35
26.1 Constitution and Membership.....	35
26.2 Roles and Responsibilities.....	35
27. Grievance Redressal	35
28. Renewal of the Implementation Support Contract	36
29. Termination of the Implementation Support Contract and Consequences	36
29.1 Grounds for Termination	36
Annex 2.1 AB-PMJAY Beneficiaries	38
Annex 2.2 Exclusions to the Policy	39
Annex 2.3 Packages and Rates.....	40
Annex 2.4 Guidelines for Identification of AB-PMJAY Beneficiary Family Units.....	41
Annex 2.5 Guidelines for Empanelment of Health Care Providers and Other Related Issues	44
Annex 2.6 Claims Management Guidelines including Portability.....	45
Annex 2.7 Template for Medical Audit.....	46
Annex 2.8 Template for Hospital Audit	48
Annex 2.9 Key Performance Indicators	49
Annex 2.10 Indicative Fraud Triggers	51
Annex 2.11 Indicators to Measure Effectiveness of Anti-Fraud Measures	54
Annex 2.12 Guidelines for Hospital Transaction Process including pre-authorisation	55
Annex 2.13 Guideline for Greivance Redressal	56

Abbreviations

AB-PMJAY	Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna
AL	Authorisation Letter (from the ISA)
BFU	Beneficiary Family Unit
BPL	Below Poverty Line
BRC	Basic Risk Cover
CCGMS	Central Complaints Grievance Management System
CHC	Community Health Centre
CRC	Claims Review Committee
DAL	Denial of Authorisation Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
GRC	Grievance Redressal Committee
HIMCARE	Mukhya Mantri Himachal Health Care Scheme
IRDAI	Insurance Regulatory Development Authority of India
ISA	Implementation Support Agency
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Agency
NOA	Notice of Award
PHC	Primary Health Centre
RAL	Request for Authorisation Letter (from the EHCP)
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
TPA	Third Party Administrator
UCN	Unique Complaint Number

Definitions and Interpretations

AB-PMJAY shall refer to Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna managed and administered by the Ministry of Health and Family Welfare, Government of India with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.

AB-PMJAY Beneficiary Database refers to all AB-PMJAY Beneficiary Family Units, as defined in Category under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the Socio-Economic Caste Census (SECC) database.

Appellate Authority shall mean the authority designated by the State Health Agency which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee.

Beneficiary means a member of the AB-PMJAY Beneficiary Family Units and HIMCARE who is eligible to avail benefits under the AB-PMJAY and HIMCARE, referred to as AB-PMJAY and HIMCARE Beneficiary henceforth in the document.

Beneficiary Family Unit under AB-PMJAY: Beneficiary Family Unit refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State Government along with the existing RSBY Beneficiary Families not figuring in the SECC Database of the State Referred to as AB-PMJAY Beneficiary Family Unit henceforth in the document.

Beneficiary Family Unit under HIMCARE: All the families not covered under AB-PMJAY and State Government Medical Reimbursement scheme are covered.

Benefit Package refers to the package of benefits that the insured families would receive under the AB-PMJAY and HIMCARE.

Bid refers to the qualification and the financial bids submitted by an eligible Third Party Administrator pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and all subsequent submissions made by the Bidder as requested by the SHA for the purposes of evaluating the bid.

Bidder shall mean any eligible Third Party Administrator which has submitted its bid in response to this Tender released by the State Government.

Days mean and shall be interpreted as calendar days unless otherwise specified.

Implementation Support Agency (ISA) means the successful bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the Tender Document and has signed the Implementation Support Contract with the State Government.

Implementation Support Contract shall mean the contract signed by the State Health Agency with the Selected Bidder.

Mukhya Mantri HIMCARE shall refer to Mukhya Mantri Himachal Health Care Scheme, a scheme managed and administered by the Government of Himachal Pradesh through State Health Agency i.e. HP Swasthya Bima Yojna Society with the objective to reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Unites to quality inpatient care and day care surgeries for treatment of disease and medical conditions through a network of Empanelled Health Care providers for the risk covers defined in Section 4 of Volume II of this Tender Document. The beneficiary include people not covered under PMJAY and not having the facility of State Government Medical Reimbursement Policy.

Material Misrepresentation shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

MoHFW shall mean the Ministry of Health and Family Welfare, Government of India.

NHA shall mean the National Health Authority set up the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJAY. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.

Policy Cover Period shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by SHA from time to time.

Risk Cover shall mean an annual risk cover of Rs. 5,00,000 covering inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP) for the eligible AB-PMJAY and HIMCARE Beneficiary Family Units.

State Health Agency (SHA) refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Himachal Pradesh i.e. Himachal Pradesh Swasthya Bima Yojna Society for the purpose of coordinating and implementing the AB-PMJAY and HIMCARE in the State of Himachal Pradesh.

Scheme(s) shall mean the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojna managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority and Mukhya Mantri Himachal Health Care Scheme-HIMCARE managed and administered by Government of Himachal Pradesh through State Health Agency.

Selected Bidder shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Implementation Support Contract with the State Government.

Service Area refers to the entire State of Himachal Pradesh covered and included under this Tender Document for the implementation of AB-PMJAY and HIMCARE.

Successful Bidder shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the State Government intends to select and sign the ISA Contract for this Scheme.

Sum Insured shall mean the sum of Rs 5,00,000 per AB-PMJAY and HIMCARE Beneficiary Family Unit per annum against which the AB-PMJAY and HIMCARE Beneficiary Family Unit may seek benefits as per the benefit package proposed under scheme(s).

State Government refers to the duly elected Government in the State in which the tender is issued.

Tender Documents refers to this Tender Document including Volume I “Instruction to Bidders” and Volume II “About AB-PMJAY” and “HIMCARE” including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Department of Health & Family Welfare, Government of Himachal Pradesh, hereinafter referred to as the State Government, acting through the State Health Agency (SHA), or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document along with all its Volumes and such other terms and conditions subject to which such information is provided.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their Tender. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for the State Government or the SHA or its representatives, to consider the objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document, and where necessary obtain independent advice from appropriate sources. Neither the State Government nor the SHA nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. The State Government shall incur no liability under any law including the law of contract, tort, the principles of restitution, or unjust enrichment, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. The statements and explanations contained in this Tender Document are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the Implementation Support Agency’s Agreement or the State Government’s rights to amend, alter, change, supplement or clarify the scope of work, or the agreement to be signed pursuant to this Tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the State Government.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by the State Government or the SHA to the Bidders or any other person.

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

The issue of this Tender Document does not imply that the State Government is bound to appoint the Successful Bidder as the Implementation Support Agency, as the case may be, and the State/ UT Government reserves the right to reject all or any of the Bidders or Bids or not to enter into a Contract for the implementation of the AB-PMJAY and HIMCARE in the State of Himachal Pradesh, without assigning any reason whatsoever.

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

The entire Tender Document is in two volumes: *Volume I – Instruction to Bidders* and *Volume II – About AB-PMJAY and HIMCARE*.

This document is *Volume II* of the Tender Document ‘About AB-PMJAY and HIMCARE: *Schedule of Requirements, Specifications and Allied Technical Details*’.

Volume II: About AB-PMJAY and HIMCARE

1. Name of the Scheme(s)

The name of the Scheme(s) shall be 'AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJNA', and 'MUKHYA MANTRI HIMACHAL HEALTH CARE SCHEME' hereinafter referred to as the "AB-PMJAY" & "HIMCARE" or the "Scheme(s)".

2. Objectives of the Scheme(s)

The objective of AB-PMJAY and HIMCARE is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures. AB-PMJAY covers poor and vulnerable families falling under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category and broadly 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State along with the estimated existing RSBY Beneficiary Families not figuring in the SECC Database. Under HIMCARE, families not covered under AB-PMJAY and State Government Medical Reimbursement Policy are eligible. These eligible AB-PMJAY and HIMCARE beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCPs).

3. Beneficiaries and Beneficiary Family Unit

- a. Under AB-PMJAY, Beneficiary Family Units, as defined under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (in rural areas) and broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State (as updated from time to time) along with the existing RSBY Beneficiary Families not figuring in the SECC Database which are resident in the Service Area (State of Himachal Pradesh) and fall under one or more of the categories further detailed in **Annex 2.1** of this Volume II of the Tender Document shall be considered as **eligible** for benefits under the Scheme and be automatically covered under the Scheme.
- b. All families which are not covered under AB-PMJAY and State Government Medical Reimbursement Policy, are eligible under HIMCARE.
- c. Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called a AB-PMJAY and HIMCARE Beneficiary Family Unit, which will comprise all members in that family. Any addition in the family will be allowed only in case of marriage and/or birth/ adoption.

4. Risk Covers and Sum Insured

4.1 Risk Cover and Sum Insured

- a. **Risk Cover (RC)** will include hospitalization / treatment expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment and also including defined day care procedures (as applicable) and follow up care along with cost for pre and post-hospitalisation treatment as defined.
- b. As on the date of commencement of the Policy Cover Period, the AB-PMJAY and HIMCARE Sum Insured in respect of the Risk Cover for each AB-PMJAY and HIMCARE Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakh Only)** per family per annum. This shall be called the **Sum Insured**, which shall be fixed irrespective of the size of the AB-PMJAY Beneficiary Family Unit, subject to **Section 4.2** and up to five members in HIMCARE.

4.2 AB-PMJAY Sum Insured on a Family Floater Basis

- a. The ISA shall ensure that the Scheme’s RC shall be available to each AB-PMJAY Beneficiary Family Unit on a **family floater basis** covering all the members of the AB-PMJAY Beneficiary Family Unit including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such Beneficiary Family Unit for one or more Claims during each Policy Cover Period. New family members may be added after due approval process as defined by the Government.
- b. The maximum entitlement of a AB-PMJAY Beneficiary Family Unit on floater basis for one or more Claims under the RC during any Policy Cover Period shall not exceed Rs. 5,00,000 (Rupees Five Lakh Only).

5. Benefit Package: AB-PMJAY and HIMCARE Cover

5.1 Benefits under AB-PMJAY and HIMCARE

- a. The benefits within this Scheme(s) under the Basic Risk Cover are to be provided on a cashless basis to the AB-PMJAY and HIMCARE Beneficiaries up to the limit of their annual coverage and includes:
 - (i) Hospitalization expense benefits
 - (ii) Day care treatment benefits (as applicable)
 - (iii) Follow-up care benefits
 - (iv) Pre and post hospitalization expense benefits
 - (v) New born child/ children benefit
- b. The details of benefit package including list of exclusions are furnished in **Annex 2.2: ‘Exclusions to the Policy’ and Annex 2.3: ‘Packages and Rates’**.
- c. For availing select treatment in any empanelled hospitals, preauthorisation is required to be taken for defined cases.

- d. Except for exclusions listed in **Annex 2.2**, services for any other surgical treatment services will also be allowed, in addition to the procedures listed in **Annex 2.3**, of upto a limit of Rs. 1,00,000 to any AB-PMJAY and HIMCARE Beneficiary, provided the services are within the sum insured available and pre-authorisation has been provided by the SHA.

5.2 Exclusions under AB-PMJAY and HIMCARE

- a. Each of the benefits specified above in **Sections 5.1** shall be **available for irrespective of any pre-existing conditions, diseases, illnesses or injuries** affecting the AB-PMJAY and HIMCARE Beneficiaries on the date of commencement of each Policy Cover Period, subject only to the exclusions as provided in **Annex 2.2**.

5.3 Benefits Available only through Empanelled Health Care Providers

- a. The benefits under the AB-PMJAY and HIMCARE Risk Cover shall only be available through an EHCP after Aadhaar based identification as far as possible. In case Aadhaar is not available then other defined Government recognised ID will be used for this purpose.
- b. The benefits under the AB-PMJAY and HIMCARE Cover shall, subject to the available AB-PMJAY and HIMCARE Sum Insured, be available to the Beneficiary on a cashless basis at any EHCP.
- c. Specialized tertiary level services shall be available and offered only by the EHCP empanelled for that particular service. Not all EHCPs can offer all tertiary level services, unless they are specifically designated by the SHA for offering such tertiary level services.

6. Package Rates

- a. The ISA shall process the claims of public and private health care providers under the AB-PMJAY and HIMCARE based on Package Rates determined as follows:
 - (i) If the package rate for a medical treatment or surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is fixed in **Annex 2.3**, then the Package Rate so fixed shall apply for the Policy Cover Period.
 - (ii) If the package rate for a surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is not listed in **Annex 2.3**, then the ISA may pre-authorise an appropriate amount subject to approval of the SHA or
 - (iii) the flat daily package rates for medical packages specified in **Annex 2.3** shall apply.
 - (iv) If the treatment cost is more than the benefit coverage amount available with the beneficiary families then the remaining treatment cost will be borne by the Beneficiary family.
 - (v) The follow up care prescription for identified packages are set out in **Annex 2.3**.

- (vi) In case of AB-PMJAY and HIMCARE Beneficiary is required to undertake multiple surgical treatment within single admission, then the highest package rate shall be taken at 100%, thereupon the 2nd treatment package shall take as 50% of package rate and 3rd treatment package shall be at 25% of the package rate or as per revision by Centre/State Government from time to time.
 - (vii) Surgical and Medical packages will not be allowed to be availed at the same time or as per guidelines issued by Centre/State Government from time to time.
 - (viii) Certain packages as mentioned in **Annex 2.3** will only be reserved for Public EHCPs as decided by the SHA.
- b. These package rates (in case of surgical procedures or interventions or day care procedures, as applicable) or flat per day rate (in case of medical treatments) will include:
- (i) Registration charges.
 - (ii) Bed charges (General Ward).
 - (iii) Nursing and boarding charges.
 - (iv) Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
 - (v) Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
 - (vi) Medicines and drugs.
 - (vii) Cost of prosthetic devices, implants etc.
 - (viii) Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT Scan, etc.
 - (ix) Diagnosis and Tests, etc
 - (x) Food to patient.
 - (xi) Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to 15 days of the discharge from the hospital for the same ailment/ surgery.
 - (xii) Any other expenses related to the treatment of the patient in the hospital.
- c. As part of the regular review process, the Parties (the ISA and EHCP) shall review information on incidence of common medical treatments or surgical procedures that are not listed in **Annex 2.3** and that require hospitalization or day care treatments (as applicable).
- d. Either Party may suggest to the SHA for the inclusion of additional Package for determination of rates following due diligence and procedures and based on the incidence of diseases or reported medical conditions and other relevant data. The agreed package rates shall be deemed to have been included in **Annex 2.3** with effect from the date on which approval of the SHA is accorded.
- e. No claim processing of package rate for a medical treatment or surgical procedure or day care treatment (as applicable) that is determined or revised shall exceed the sum total of Risk Cover for a AB-PMJAY and HIMCARE Beneficiary Family Unit.

However, package rates for some medical treatment or surgical procedures may exceed the available Sum Insured limit, which in turn would enable AB-PMJAY and HIMCARE beneficiaries to avail treatment of such medical conditions or surgical procedures on their own cost / expenses at the package rate rather than on an open-ended or fee for service basis.

7. Identification of Beneficiary Family Units

- a. Identification of AB-PMJAY Beneficiary Family Units will be based on the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State along with the existing RSBY Beneficiary Families not figuring in the SECC Database.
- b. The beneficiaries will be identified using Aadhaar and/or Ration Card and / or any other specified identification document produced by the beneficiary at the point of contact. Once successfully identified, the beneficiary will be provided with a print of AB-PMJAY e-card which can be used as reference while availing benefits.
- c. States with high coverage under their own health insurance/ assurance scheme with own datasets may be allowed to use their own data with Central share upto numbers derived from SECC data. However, these States will need to map their scheme ID with AB-PMJAY ID (AHL TIN) at the point of care. These States will also need to map their own database with SECC data as per MoHFW within a reasonable period of time. States will need to also ensure that no family eligible as per SECC criteria of AB-PMJAY is denied services under the scheme and will need to provide undertaking that eligibility under their schemes covers AB-PMJAY targeted families as per SECC.
- d. Detailed guidelines for beneficiary identification are provided in **Annex 2.4**.
- e. Identification of HIMCARE Beneficiary Family Units will be based on categories defined by State Government/SHA. The beneficiaries will be identified by using Ration Card and Aadhar and Category Certificate issued by the concerned Department as defined in the scheme guidelines.

8. Empanelment of Health Care Providers

- a. All public hospitals with inpatient facilities (Community Health Centre and above) shall deemed to be empanelled.
- b. Private healthcare providers (both for profit and not for profit) which provide hospitalization and/or day care services (as applicable) would be eligible for empanelment under scheme(s), subject to their meeting of certain requirements (empanelment criteria) in the areas of infrastructure, manpower, equipment (IT, help desk etc.) and services (for e.g. liaison officers to facilitate beneficiary management) offered, which can be seen at **Annex 2.5** of this document.

- c. At the time of empanelment, those Hospitals that have the capacity and which fulfil the minimum criteria for offering tertiary treatment services as prescribed by the SHA would be specifically designated for providing such tertiary care packages.
- d. The SHA shall be responsible for empanelment and periodic renewal of empanelment of health care providers for offering services under the scheme(s).
- e. Under circumstances of any dispute, final decision related to empanelment of health care providers shall vest exclusively with the SHA.
- f. Detailed guidelines regarding empanelment of health care providers are provided at **Annex 2.5**.

9. Agreement with Empanelled Health Care Providers

- a. Once a health care provider is found to be eligible for empanelment, the SHA shall enter into a Provider Service Agreement with such health care provider substantially in the form to be provided for the medical treatments, surgical procedures, day care treatments (as applicable), and follow-up care for which such health care provider meets the infrastructure and personnel requirements.
- b. The Agreement of an EHCP shall continue for a **period of at least 3 years** from the date of the execution of the Provider Services Agreement, unless the EHCP is de-empanelled in accordance with the **AB-PMJAY and HIMCARE guidelines** and its agreement terminated in accordance with its terms.
- c. The ISA will not enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Implementation Support Contract between the SHA and the ISA.
- d. If the ISA or any of its representatives violates the provisions of **Section 9.c.** above, it shall be deemed as a material breach and the SHA shall have the right to initiate appropriate action against the Implementation Support Agency or the EHCP or both.
- e. As a part of the Agreement, the ISA shall ensure that each EHCP has within its premises the required IT infrastructure (hardware and software) as per the AB-PMJAY and HIMCARE guidelines. All Private EHCPs shall be responsible for all costs related to hardware and maintenance of the IT infrastructure. It will be the responsibility of ISA to provide hardware i.e. 2D QR Code Reader and Finger Print Device and IRIS Scanner (UIDAI Compliant and tested with ABPMJAY IT Systems) at all empanelled public hospitals including their maintenance and timely replacement in case of malfunction. However, the ownership of all such assets, hardware and software along with its licenses, shall irrevocably vest with the EHCP.

10. De-empanelment of Health Care Providers

- a. The SHA, shall de-empanel an EHCP from the scheme(s), as per the guidelines mentioned in **Annex 2.5**
- b. Notwithstanding a suspension or de-empanelment of an EHCP, the ISA shall ensure that it shall exercise due diligence with respect to Claims for any expenses that have been pre-authorized or are legitimately due before the effectiveness of such suspension or de-empanelment as if such de-empanelled EHCP continues to be an EHCP.

11. Implementation Support Contract

11.1 Term of the Implementation Support Contract with the Implementation Support Agency

- a. The Implementation Support Contract that will be signed between the ISA and the SHA pursuant to this Tender Document, shall be for a period of maximum 3 years (initial 1 year with the provision of two extensions of one year each), subject to performance review.
- b. All decisions related to renewal shall be taken by the SHA based on the guidelines provided in this Tender Document and the ISA shall not consider renewal after one year as its automatic right.

11.2 Start of Policy

- a. For the purpose of start of a policy, all eligible beneficiary family units in the entire State of Himachal Pradesh shall be covered under one policy. This issue of policy shall be supported by the ISA before the commencement of the policy start date.
- b. The ISA shall ensure that the Beneficiaries in that State are provided services from that date of start of policy onwards.

11.3 Commencement of Cover Period in State

- a. The first Cover Period for the State shall commence from the date decided and announced by the SHA.
- b. The ISA shall ensure servicing of policies for the State in all the Districts covering all the beneficiaries as per the Database.
- c. Upon renewal of the implementation support contract for a State in accordance with **Section 11.5**, the renewal Period for such State or State cluster shall commence from

0000 hours of the day, following the day on which the immediately preceding Policy Cover Period expires.

11.4 Implementation Support Period

In respect of each policy, the Cover Period shall be for a period of 12 months from the date of commencement of such Cover Period, i.e., until 2359 hours on the date of expiration of the twelfth month from the date of commencement determined in accordance with **Section 11.5.1**

11.5 Renewal of Implementation Support Period

- a. The SHA shall renew the Implementation Support Contract of the ISA after one year for a maximum of two more years as yearly extensions. Further, in case of emergent situations, the policy shall be extended as per the time frame decided by SHA and the decision of SHA shall be final and binding upon the Implementation Support Agency.
- b. The Implementation Support Contract shall be renewed subject to the following conditions being fulfilled:
 - (i) Achievement against KPIs threshold levels as mentioned in **Annex 2.9**
 - (ii) The ISA demonstrating to the reasonable satisfaction of the SHA that it is not suffering from any Event of Default or if it has occurred, such Event of Default is not continuing.
 - (iii) If any of the conditions for renewal in **points (i) and (ii)** of this **Section 11.5** are not fulfilled, then the SHA may refuse renewal of the Policy.
 - (iv) Provided that in each case that the Party refusing or denying renewal gives written reasons for such refusal or denial, as the case may be.
- c. Upon renewal of each cover for State, the SHA shall inform along with the commencement and expiry dates of the renewal Cover Period and the Cover Period for all the Beneficiary Family Units in that State or State cluster EHCP in the State. Such information shall be widely publicised.

11.5.1 Cover Period for the AB-PMJAY and HIMCARE Beneficiary Family Unit in the First Policy Cover Period

- a. During the first Cover Period for a State, the policy cover shall commence **from 0000 hours on the date indicated by the SHA.**
- b. The end date of the policy cover shall be 12 months from the date of start of the Cover.

11.6 Cover Period in the Renewal

During each Renewal Period following the first Cover Period :

The Policy Cover Period for each existing Beneficiary Family Unit shall commence from 0000 hours of the day following the day on which the immediately preceding Policy Cover Period has expired.

11.7 Payment of Fee to Implementation Support Agency

- a. The ISA shall be paid a fee as per the award of the Contract for servicing the AB-PMJAY and HIMCARE Beneficiary Family Units.
- b. The total Fee payable to ISA by SHA shall be paid in instalments as per below schedule under both the schemes:

Installment	Payment Schedule	% Amount of Total Fee (N)
1	Within 21 days of signing of agreement with ISA	10%
2	At the end of first quarter	15%
3	Remaining 75 % will be paid on quarterly basis i.e. at the end of 2 nd , 3 rd and 4 th quarter.	25% each

- c. The ISA will submit the Bank Guarantee i.e. 10% of the total cost which will be valid till the end of policy period and one month thereafter. The same shall be treated as performance security and any deductions on account of penalties imposed as per clause 25.2 may be made from the said performance security.
- d. All installment shall be payable by SHA after receiving a request / invoice from ISA. Such request /invoice should be sent to SHA by ISA at least 15 days before the due date of payment of instalments.
- e. The ISA shall ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, SHA or any other functionary associated with AB-PMJAY and HIMCARE in the State for scheme related activities, unless otherwise specifically permitted by SHA.
- f. The violation of **clause 11.7.e** shall be considered an event of default and a criminal breach of trust and shall invoke action from SHA.

12. Cashless Access of Services

- a. The beneficiaries shall be provided treatment free of cost for all such ailments covered under the Scheme(s) within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.

- b. The EHCP shall be reimbursed as per the package cost specified in the Tender Document agreed for specified packages or as pre-authorized amount in case of unspecified packages.
- c. The ISA shall ensure that each EHCP shall at a minimum possess the Hospital IT Infrastructure required to access the Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique Family ID on the scheme card and also ascertain the balance available under the scheme(s).
- d. The ISA shall provide each EHCP with an operating manual describing in detail the verification, pre-authorization and claims procedures.
- e. The ISA shall train Pradhan Mantri Arogya Mitra and HIMCARE Sathi that will be deputed in each EHCP that will be responsible for the administration of the scheme(s) on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.
- f. The EHCP shall establish the identity of the member of a Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card) and ensure:
 - (i) That the patient is admitted for a covered procedure and package for such an intervention is available.
 - (ii) Beneficiary has balance in her/ his cover amount.
 - (iii) Provisional entry shall be made on the server using the AB-PMJAY and HIMCARE ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.
 - (iv) At the time of discharge, the final entry shall be made on the patient account after completion of Aadhaar Card Identification Systems verification or any other recognised system of identification adopted by the SHA of the Beneficiary Family Unit to complete the transaction.

13. Pre-authorization of Procedures

- a. All procedures in **Annex 2.3** that are earmarked for pre-authorization shall be subject to mandatory pre-authorization. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorization irrespective of the pre-authorization status in **Annex 2.3**.
- b. The ISA shall ensure that no EHCP shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorization. Process for emergency approval will be followed as per guidelines laid down under the scheme(s).
- c. Request for hospitalization shall be forwarded by the EHCP after obtaining due details from the treating doctor, i.e. "Request for Authorisation Letter" (RAL). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related

- problem on the portal, then through email or fax. The medical team of Implementation Support Agency would get in touch with the treating doctor, if necessary.
- d. The RAL should reach the authorisation department of the Implementation Support Agency within 6 hours of admission in case of emergency.
 - e. In cases of failure to comply with the timelines stated in above **Section 13.d**, the EHCP shall forward the clarification for delay with the request for authorisation.
 - f. The ISA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP within 6 hours for all non-emergency cases and within 30 minutes for emergencies. If there is no response from the ISA within 6 hours of an EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised.
 - g. The ISA shall not be liable to honour any claims from the EHCP for procedures featuring in **Annex 2.3**, for which the EHCP does not have a pre-authorisation, if prescribed.
 - h. Reimbursement of all claims for procedures listed under **Annex 2.3** shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.
 - i. The RAL form should be dully filled with clearly mentioned Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.
 - j. The ISA approves payment only after receipt of RAL and the necessary medical details. And only after the ISA has ascertained and negotiated the package with the EHCP, shall issue the Authorisation Letter (AL). This shall be completed within 24 hours of receiving the RAL.
 - k. In case the ailment is not covered or the medical data provided is not sufficient for the medical team of the authorisation department to confirm the eligibility, the ISA can deny the authorisation or seek further clarification/information.
 - l. The ISA needs to file a report to the SHA explaining reasons for denial of every such pre-authorisation request.
 - m. Denial of Authorisation (DAL)/guarantee of payment is by no means denial of treatment by the EHCP. The EHCP shall deal with such case as per their normal rules and regulations.
 - n. Authorisation Letter (AL) will mention the authorisation number and the amount authorized as a package rate for such procedure for which package has not been fixed earlier. The EHCP must see that these rules are strictly followed.

- o. The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalization.
- p. The entry on the AB-PMJAY and HIMCARE portal for claim amount blocking as well at discharge would record the authorisation number as well as package amount agreed upon by the EHCP and the ISA.
- q. In case the balance sum available is less than the specified amount for the Package, the EHCP should follow its norms of deposit/running bills etc. However, the EHCP shall only charge the balance amount against the package from the beneficiary. The ISA upon receipt of the bills and documents would release the authorized amount.
- r. The ISA will not be liable for payments in case the information provided in the RAL and subsequent documents during the course of authorisation is found to be incorrect or not fully disclosed.
- s. In cases where the beneficiary is admitted in the EHCP during the current Policy Cover Period but is discharged after the end of the Policy Cover Period, the claim has to be processed by the ISA from the Policy which was operating during the period in which the beneficiary was admitted.

14. Portability of Benefits

- a. The benefits of AB-PMJAY will be portable across the country and a beneficiary covered under the scheme will be able to get benefits under the scheme across the country at any EHCP. Under HIMCARE, the hospitals empanelled within Himachal Pradesh are eligible to provide the benefits. However, PGIMER Chandigarh and Government Medical College & Hospital Sector-32 Chandigarh are empanelled under HIMCARE outside the State.
- b. Package rates of the hospital where benefits are being provided will be applicable while payment will be processed by the ISA that is covering the beneficiary under policy.
- c. The ISA undertakes that it will exercise due diligence to service any claim from any empanelled hospital under the scheme within India and will settle claims within 30 days of receiving them.
- d. To ensure true portability of AB-PMJAY, State Governments shall enter into Memorandum of Understanding with Government of India/NHA under AB-PMJAY for allowing sharing of network hospitals, transfer of claim & transaction data arising in areas beyond the service area.
- e. Detailed guidelines of portability are provided at **Annex 2.6**

15. Claims Management

- a. All EHCPs shall be obliged to submit their claims as per TAT according to the guidelines.
- b. The ISA shall be responsible for settling of claims **within 15 days after receiving all the required information/ documents or as per guidelines issued by Centre/State Government from time to time.**
- c. Guidelines for submission of claims, claims processing, handling of claim queries, dealing with fraudulent claims and all other related details are furnished in **Annex 2.10.**

16. Project Offices of the Implementation Support Agency

16.1 Project Office at the State Level

The ISA shall establish a Project Office at a convenient place at Shimla for coordination with the SHA on a regular basis.

16.2 District Offices

- a. The ISA shall set up an office in each of the district of the State of Himachal Pradesh
- b. Each District Office shall be responsible for coordinating the ISA's activities at the district level with the SHA's district level administration.

16.3 Organizational Set up and Functions

- a. In addition to the support staff for other duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the scheme(s) and for the performance of its obligations and discharge of its liabilities under the Implementation Support Contract:
 - (i) One State Coordinator who shall be responsible for implementation of the Scheme and performance of the Implementation Support Contract in the State.
 - (ii) One full time District Coordinator for each of the districts who shall be responsible for implementation of the Scheme in their respective districts including IEC, training and related activities in the respective districts.
 - (iii) One full time District Medical Officer for each of the districts who shall be responsible for claim management, medical audits, claim audit, fraud control etc.
 - (iv) One District Grievance Officer/Auditor for each of the Districts who shall be responsible for grievances in the district and assisting the Medical Officer for conducting the audits.

In addition to above, the ISA shall depute the additional manpower if required by the SHA.

The State Coordinator shall be located in the Project Office and each District Coordinator, District Auditor-cum-Grievance Officer shall be located in the relevant District Office.

Role of District Coordinator

- To coordinate and ensure smooth implementation of the Scheme(s) in the District.
 - To follow up with the EHCP to ensure that the IT infrastructure installed is fully functional at all times.
 - Liaise with the district officials of the SHA to addressing operational issues as and when they arise.
 - To coordinate and carry out relevant trainings in the district.
- b. In addition to the personnel mentioned above, the Implementation Support Agency shall recruit or employ experienced and qualified personnel for each of the following roles within its organisation exclusively for the purpose of the implementation of the scheme(s):
- (i) To undertake Information Technology related functions which will include, among other things, collating and sharing claims related data with the SHA and running of the website, if any other than central web-portal, at the State level and updating data at regular intervals on the website. The website shall have information on AB-PMJAY and HIMCARE in the local language and English with functionality for claims settlement and account information access for the Beneficiaries and the EHCP.
 - (ii) To set up and manage toll free call center including linkage with national call center as defined by Government of India.
 - (iii) To implement the grievance redressal mechanism and to participate in the grievance redressal proceedings provided that such persons shall not carry out any other functions simultaneously if such functioning will affect their independence as members of the grievance redressal committees at different levels.
 - (iv) To provide hardware at newly public Empanelled Health Care Providers (EHCPs) and maintenance of IT system at all public EHCP.
 - (v) To coordinate the ISA's State level obligations with the State level administration of the SHA.
- c. In addition to the personnel mentioned above, the Implementation Support Agency shall recruit or employ experienced and qualified personnel for each of the following roles within its organisation at the State/ district level, exclusively for the purpose of the implementation of the scheme(s):
- (i) To undertake the Management Information System (MIS) functions, which include creating the MIS dashboard and collecting, collating and reporting data.
 - (ii) To generate reports in formats prescribed by the SHA from time to time or as specified in the Scheme Guidelines, at monthly intervals.
 - (iii) Processing and approval of beneficiary identity verification requests, received from PMAM and HIMCARE Sathi at the hospitals or Lok Mitra Kendras/Common Service Centres, as per the process defined in the scheme. Scrutiny and approval of

- beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from PMAM and HIMCARE Sathi or Lok Mitra Kendras/Common Service Centres at the network hospital.
- (iv) To undertake the Pre-authorisation functions under the scheme(s).
 - (v) To undertake paperless claims settlement for the Empanelled Health Care Providers with electronic clearing facility, including the provision of necessary Medical Practitioners to undertake investigation of claims made.
 - (vi) To undertake internal monitoring and control functions including fraud detection along with providing a team with adequate manpower to analyse data for analyzing patterns, frauds, abuse and taking actions against the hospitals.
 - (vii) To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
 - (viii) To undertake training and capacity building of various stakeholders involved in providing benefits under the scheme(s), such as officials from EHCP, PMAM and HIMCARE Sathi etc.
 - (ix) Training of PMAM and HIMCARE Sathi at each of the Sub District Hospitals/District Hospitals/ Medical College & Hospitals and Network Hospitals to facilitate the access to care for the scheme beneficiaries.
 - (x) To coordinate the ISA's district level obligations with the district level administration of the SHA.
 - (xi) To provide and pay monthly service charges for CUG connections at SHA office & to all PMAM and HIMCARE Sathi and District Coordinators plus few back up connections.
- d. The ISA shall not outsource any roles or functions as mentioned above.
- e. The ISA shall provide a list of all such appointments and replacement of such personnel to the SHA within 30 days of all such appointments and replacements. The ISA shall ensure that its employees coordinate and consult with the SHA's corresponding personnel for the successful implementation of the scheme(s) and the due performance of the ISA's obligations and discharge of the ISA's liabilities under the Implementation Support Contract and the Policies issued hereunder.
- f. The ISA shall complete the recruitment of such employees within 30 days of the signing of the Implementation Support Contract and in any event, prior to commencement of the Policy Cover Period.

17.Call Center Services

The ISA shall provide **toll-free telephone services** for the guidance and benefit of the beneficiaries whereby the covered persons shall receive guidance about various issues by dialling a State Toll free number. This service provided by the ISA is referred to as the "Call Centre Service". This call centre shall have linkage with the National Call Centre as per the guidelines of Government of India/State Government.

a. Call Centre Information

The ISA shall operate a call centre for the benefit of all covered persons. The Call Centre shall function for 24 hours a day, 7 days a week and round the year. The cost of operating of the number shall be borne solely by the ISA. As a part of the Call Centre Service the ISA shall provide all the necessary information about the scheme(s) to any person who calls for this purpose. The call centre shall have access to all the relevant information of the scheme(s) in the State so that it can provide answer satisfactorily.

b. Language

The ISA undertakes to provide services to the covered Persons in English and Hindi.

c. Toll-Free Number

The ISA will operate a state toll free number and / or linked with national toll-free number with a facility of a minimum of 10 lines and provision for answering the queries.

d. ISA to inform Beneficiaries

The ISA will intimate the state toll free number and / or national toll-free number to all beneficiaries along with addresses and other telephone numbers of the ISA's Project Office.

18. Capacity Building Interventions

The Implementation Support Agency shall, at a minimum, conduct the following training:

Empanelled Health Care Provider Training

- a. The ISA shall provide training to the PMAM and HIMCARE Sathis of all EHCPs in a State at least once every 6 months, that is, at least twice during each Policy Cover for the State. Such training shall minimum include: list of covered procedures and prices, pre-authorisation procedures and requirements, IT training for making online Claims and ensuring proper installation and functioning of the Hospital IT Infrastructure for each Empanelled Health Care Provider.
- b. The ISA shall organize training workshops for each public EHCP (including Community Health Centres- CHCs and Primary Health Centres- PHCs) at the hospital premises at least once every 6 months, that is, at least twice during each Policy Cover for the State and at any other time requested by the EHCP, to increase knowledge levels and awareness of the hospital staff.

- c. If a particular EHCP frequently submits incomplete documents or incorrect information in Claims or in its request for authorisation as part of the pre-authorisation procedure, then the Implementation Support Agency shall undertake a follow-up training for such EHCP.

19. Management Information System

- a. All Management Information System (MIS) shall be on a centralised web-based architecture designed by the MoHFW, GoI for the purposes of PMJAY and State Government for HIMCARE.
- b. The ISA shall maintain a database that will act as a visual interface to provide at-a-glance views on key ratios and measures of data regarding the implementation of the Scheme(s).
- c. The ISA shall update the information in the database on real time basis and shall provide the data to the authorized representatives of the SHA or its advisors/consultants and district authorities as and when required.
- d. In addition, the ISA shall submit reports to the SHA regarding health-service usage patterns, claims data and such other information regarding the delivery of benefits as may be required by the SHA on a monthly basis.
- e. In addition, the ISA shall be responsible for submitting such other data and information as may be requested by the SHA and/ or to the MoHFW, GoI and to submit such reports in formats as required by and specified by the SHA from time to time.
- f. All data generated by the ISA in relation to the implementation and management of the Scheme(s) and/or in performing its obligations under the Implementation Support Contract shall be the property of the SHA and MoHFW, GoI. ISA undertakes to handover all such information and data to the SHA within 10 days of the expiration of the Policy for that State or State cluster and on the expiration or early termination of the Implementation Support Contract.

20. Commitments of the Implementation Support Agency

The Implementation Support Agency shall undertake the following tasks which are necessary for successful implementation of the Scheme. These are indicative but not exhaustive.

- a. Set up a fully operational Project and district office within 15 days of signing the Implementation Support Contract with the SHA.

- b. Training of the hospitals and related activities.
- c. Deployment of IT platform and maintenance at State and District level.
- d. Oversee IT infrastructure in EHCPs including training of EHCP staff on the same.
- e. Service AB-PMJAY and HIMCARE Covers as per the provisions of this Scheme(s) for all the Beneficiaries on the database provided to it by the SHA.
- f. Provide necessary hardware for newly empanelled public hospitals including their maintenance for all public EHCPs.
- g. Provide training for PMAM and HIMCARE Sathi including organising workshops.
- h. Processing and approval of beneficiary identity verification requests, received from PMAM and HIMCARE Sathi at the hospitals or Lok Mitra Kendras/Common Service Centres, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from PMAM and HIMCARE Sathi or Lok Mitra Kendras/Common Service Centres at the network hospital.
- i. Provide 24x7 toll free call centre services with minimum 10 lines.
- j. Settle legitimate and due claims of the EHCPs within the allocated timeframe of 15 days.
- k. Participate in and coordinate timely redressal of grievances in close coordination with the concerned Grievance Redressal Committee.
- l. Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the ISA itself.
- m. To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
- n. Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.
- o. Ensuring that the contact details of the State Coordinator of the Implementation Support Agency and the nodal officer of the EHCP (as the case may be) are updated on the website.
- p. Ensure provision of services in absence of internet connectivity as provided in **Section 21**.

21. Plan for Provision of Services in the Absence of Internet Connectivity

The ISA agrees that if, in the implementation of the Scheme and use of the prescribed technology and systems, there is an issue causing interruption in the provision of Cashless Access Services, the ISA shall:

- a. make all efforts to put in place an alternate mechanism to ensure continued provision of Cashless Access Services to the Beneficiaries in accordance with the methodology prescribed in the Guidelines;
- b. take all necessary measures to fix the technology or related issues to bring the Cashless Access Services back onto the online platform within the earliest possible time in close coordination with the SHA; and
- c. furnish all data/information in relation to the cause of interruptions, the delay or other consequences of interruptions, the mitigating measures taken by ISA and any other related issues to the SHA in the format prescribed by the SHA at that point in time.

22. Monitoring and Verification

22.1 Scope of Monitoring

- a. Monitoring under the scheme(s) shall include supervision and monitoring of all the activities under the scheme(s) undertaken by the ISA and ensuring that the ISA complies with all the provisions of the Implementation Support Contract signed with the State Health Agency (SHA) for implementation of the Scheme.
- b. Monitoring shall include but not be limited to:
 - i. Overall performance and conduct of the ISA.
 - ii. Claims management process.
 - iii. Grievance redressal process.
 - iv. Any other aspect/ activity of the ISA related to the implementation of the Scheme.

22.2 Monitoring Activities to be undertaken by the Implementation Support Agency

22.2.1 General Monitoring Obligations

Under the scheme(s), the ISA shall cooperate with SHA in effective monitoring of the entire process of implementation of the Scheme(s) on an ongoing basis to ensure that it meets its obligations under its Implementation Support Contract with the SHA. Towards this obligation the Implementation Support Agency shall undertake, **but not be limited** to, the following tasks:

- a. Ensure compliance to all the terms, conditions and provisions of the Scheme(s).
- b. Ensure monitoring of processes for seamless access to cashless health care services by the beneficiaries under the provisions of the Scheme(s).
- c. Ensure monitoring of processes for timely processing and management of all claims of the EHCPs.
- d. Ensure fulfilment of obligations as per the agreed Key Performance Indicators (KPIs).
- e. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/contracted by the Implementation Support Agency under the Scheme for the fulfilment of its obligations.

22.2.2 Medical Audit

Scope

- a. The scope of medical audit under the Scheme(s) shall focus on ensuring comprehensiveness of medical records and shall include but not be limited to:
 - (i) Completeness of the medical records file.
 - (ii) Evidence of patient history and current illness.
 - (iii) Operation report (if surgery is done).
 - (iv) Patient progress notes from admission to discharge.
 - (v) Pathology and radiology reports.
- b. If at any point in time the SHA issues Standard Treatment Guidelines for all or some of the medical/ surgical procedures, assessing compliance to Standard Treatment Guidelines shall be within the scope of the medical audit.

Methodology

- c. The Implementation Support Agency shall conduct the medical audit through on-site visits to the concerned EHCPs for inspection of records, discussions with the nursing and medical staff.
- d. The indicative process of conducting medical audits is set out below and based on this the ISA shall submit its detailed audit methodology to the SHA for approval:
 - (i) The auditor shall check the data before meeting the EHCP authorities.
 - (ii) The audit should preferably be conducted in the presence of the EHCP's physician/ treating doctor.
- e. The medical audit will include a review of medical records in the format specified in **Annex 2.7**.

Personnel

- f. All medical audits should compulsorily be done by MBBS doctors or Specialists as required who are a part of the Implementation Support Agency's or is otherwise duly authorized to undertake such medical audit by the Implementation Support Agency. The Implementation Support Agency shall share the profiles of all such auditors hired/empanelled by it for medical audit purposes under the Scheme(s).

Frequency and Sample

- g. The number of medical audits to be conducted by the ISA will be five percent of the total cases hospitalized in each of the EHCP and each EHCP shall be audited at least once in two months.

22.2.3 Hospital Audit

- a. The ISA will conduct hospital audit for every single EHCP visited by it as a part of the medical audit as described in **Section 21.2.2** above.
- b. Hospital audit shall be conducted as per the format prescribed in **Annex 2.8**.
- c. Hospital audit will focus on compliance to EHCP's obligations like operational help desk, appropriate signage of the Scheme prominently displayed, etc. details of which are captured in **Annex 2.8**.

22.3 Monitoring Activities to be undertaken by the State Health Agency

22.3.1 Audits by the State Health Agency

- a. Audit of the audits undertaken by the Implementation Support Agency: The SHA shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the ISA.
- b. Direct audits: In addition to the audit of the audits undertaken by the Implementation Support Agency referred in **Section 23.3.1.a**, the SHA shall have the right to undertake direct audits on a regular basis conducted either directly by it or through its authorized representatives/ agencies including appointed third parties. Direct audits shall include:
 - (i) Claims audit: For the purpose of claims audit, the claim approval and appeal team shall look into 100 percent of the claims rejected or partially settled by the ISA to assure itself of the legitimacy of the ISA's decisions. Claims settlement decisions of the ISA that are disputed by the concerned EHCP shall be examined in depth by the CRC after such grievance of the EHCP is forwarded by the concerned Grievance Redressal Committee (GRC) to the CRC.

CRC shall examine the merits of the case within 30 working days and recommend its decision to the concerned GRC. The GRC shall then communicate the decision to the

aggrieved party (the EHCP) as per the provisions specified in the Section of Grievance Redressal Mechanism.

During the claims audit the SHA shall look into the following aspects (indicative, not exhaustive):

- Evidence of rigorous review of claims.
- Comprehensiveness of claims submissions (documentation) by the EHCPs.
- Number of type of queries raised by the Implementation Support Agency during review of claims – appropriateness of queries.
- Accuracy of claims settlement amount.

(ii) Concurrent Audits: The SHA shall have the right to set up mechanisms for concurrent audit of the implementation of the Scheme(s) and monitoring of Implementation Support Agency's performance under this Implementation Support Contract.

22.3.2 Spot Checks by the State Health Agency

- a. The SHA shall have the right to undertake spot checks of district offices of the Implementation Support Agency and the premises of the EHCP without any prior intimation.
- b. The spot checks shall be random and will be at the sole discretion of the SHA.

22.3.3 Performance Review and Monitoring Meetings

- a. The SHA shall organize fortnightly meetings for the first three months and monthly review meetings thereafter with the Implementation Support Agency. The SHA shall have the right to call for additional review meetings as required to ensure smooth functioning of the Scheme.
- b. Whereas the SHA shall issue the agenda for the review meeting prior to the meeting while communicating the date of the review meeting, as a general rule the agenda shall have the following items:
 - (i) Review of action taken from the previous review meeting.
 - (ii) Review of performance and progress in the last quarter: utilization pattern, claims pattern, etc. This will be done based on the review of reports submitted by the ISA in the quarter under review.
 - (iii) KPI Results review – with discussions on variance from prescribed threshold limits, if any.
 - (iv) Contracts management issue(s), if any.
 - (v) Risk review, fraud alerts, action taken of fraud alerts.
 - (vi) Any other item.
- c. All meetings shall be documented and minutes shared with all concerned parties.

- d. Apart from the regular review meetings, the SHA shall have the right to call for interim review meetings as and when required on specific issues.

22.4 Key Performance Indicators for the Implementation Support Agency

- a. A set of critical indicators where the performance level obligations have been set, shall attract financial penalties and shall be called **Key Performance Indicators (KPI)**. For list of KPIs, see **Annex 2.9**.
- b. The SHA shall have the right to amend the KPIs, which if amended, shall be applicable prospectively on the Implementation Support Agency and the Implementation Support Agency shall be obliged to abide by the same.

22.5 Measuring Performance

- a. Performance shall be measured against meeting the obligations for the KPIs for each indicator.
- b. Indicator performance results shall be reviewed in the review meetings and reasons for variances, if any, shall be presented by the Implementation Support Agency.
- c. All penalties imposed by the SHA on the ISA shall have to be paid by the ISA within 60 days of such demand.
- d. Based on the review the SHA shall have the right to issue rectification orders demanding the performance to be brought up to the levels desired as per the scheme(s) Guidelines.
- e. All such rectifications shall be undertaken by the ISA within 30 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- f. At the end of the rectification period, the ISA shall submit an Action Taken Report with evidences of rectifications done to the SHA.
- g. If the SHA is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the ISA and shall have the right to take appropriate actions within the overall provisions of the Implementation Support Contract between the SHA and the ISA.

23. Fraud Control and Management

- a. The Scheme shall use an integrated centralized IT platform for detecting outlier behaviour and predictive modelling to identify fraud.

- b. The data should be analyzed to present trends including outlier behaviours against the list of trigger alerts.
- c. For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked by the centralised IT platform, refer to **Annex 2.10**. The ISA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.
- d. Seamless integration of the centralised IT platform with State level servers shall ensure real time alerts to the SHAs for immediate intimation to the ISA and for detailed investigations.
- e. For all trigger alerts related to possible fraud at the level of EHCPs, the ISA shall take the lead in immediate investigation of the case in close coordination and under constant supervision of the SHA.
- f. Investigations pursuant to any such alert shall be concluded within 15 days and all final decision related to outcome of the Investigation and consequent penal action, if the fraud is proven, shall vest solely with the SHA.
- g. The SHA shall take all such decision within the provisions of the Implementation Support Contract and be founded on the Principles of Natural Justice.
- h. The SHA shall on an ongoing basis measure the effectiveness of anti-fraud measures in the Scheme through a set of indicators. For a list of such indicative (not exhaustive) indicators, refer to **Annex 2.11**.

24. Reporting Requirements

- a. The Implementation Support Agency shall submit the following reports as per the scheduled provided in the table below:

No.	Report	Frequency	Deadline
(i)	Medical & Hospital Audit Reports	For each audit	Within 24 hours of completing the audit
(ii)	Medical & Hospital Audit Summary Reports	Weekly	On Saturday of each week
(iii)	Claims/ Utilization Summary Reports	Daily	Online updation every day at the end of the day.
(iv)	Report for greivances/ complaints and resolutions	Weekly	Within 5 th day of the month following the end of the month
(v)	Overall Scheme Progress Reports	Monthly	Within 10 th day of the month following the end of the quarter

- b. All reports shall be uploaded by the ISA online on the NHA/SHA/ISA web portal.

- c. The ISA shall receive auto-acknowledgement immediately on submission of the report.
- d. The SHA shall review all progress reports and provide feedback, if any, to the ISA.
- e. All Audits reports shall be reviewed by the SHA and based on the audit observations, determine remedial actions, wherever required.

25.Events of Default of the Implementation Support Agency and Penalties

25.1 Events of Default

- a. Following instances would constitute Events of Default for ISA which may lead to termination of the Implementation Support Contract with the SHA:
 - (i) Performance against KPI is is not being adhered as specified in **Annex 2.9** for two consecutive reviews.
 - (ii) Intentional or unintentional act of undisputedly proven fraud committed by the ISA or its employee or representative.
- b. Further each of the following events or circumstances, to the extent not caused by a default of the SHA or Force Majeure, shall be considered for the purposes of the Implementation Support Contract as Events of Default of the ISA which, if not rectified within the time period permitted, may lead to Termination of the Implementation Support Contract:
 - (i) The ISA has **failed to perform or discharge any of its obligations** in accordance with the provisions of the Implementation Support Contract with SHA unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the SHA without any contributory factor of the ISA.
 - (ii) The ISA has successively **infringed the terms and conditions** of the Implementation Support Contract and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Implementation Support Contract by the ISA.
 - (iii) If at any time **any payment**, assessment, charge, lien, penalty or damage herein specified to be paid by the ISA to the SHA, or any part thereof, **shall be in arrears and unpaid**;
 - (iv) **Any representation** made or warranties given by the ISA under the Implementation Support Contract is found to be **false or misleading**;
 - (v) The ISA engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Implementation Support Contract;
 - (vi) The ISA has been adjudged as bankrupt or become insolvent:

- (vii) Any petition for winding up of the ISA has been admitted and liquidator or provisional liquidator has been appointed or the ISA has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the SHA, provided that, as part of such or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the ISA under the Implementation Support Contract;
- (viii) The ISA has abandoned the Project Office(s) of the scheme(s) and is non-contactable.

25.2 Penalties

- a. KPI performance related penalties are provided in the KPI table in **Annex 2.9**
- b. Apart from the KPI related penalties, the SHA shall impose the following penalties on the Implementation Support Agency which have been referred to in the other sections of this Tender Document:

No.	Additional Defaults	Penalty
(i)	If State office and State coordinator is not being made available as per tender conditions	Rs. 1 lakh for every week of delay
(ii)	If all district offices are not operational for more than 15 days during a policy period.	Rs. 5 lakh for each week of delay
(iii)	If pre-authorization to hospital is delayed beyond defined period.	Rs. 1000 per delayed pre-authorization
(iv)	If Claim payments to hospital is not processed within defined period of 15 days.	Respective penal interest to be borne by the ISA
(v)	If medical audits are not performed as per the terms described in this tender document.	Rs. 10,000 for each audit report not submitted as per plan.
(vi)	If hospital audits are not performed as per the terms defined in this tender document	Rs. 10,000 for each audit report not submitted as per plan.
(vii)	Non-deployment of IT hardware and software at Public Hospitals prior to start of the policy	Rs. 20,000 per hospital for each week of delay
(viii)	Fraud/wrong claim processed by ISA detected by independent mechanism set up by SHA	Rs. 50,000 per case for each such case.

26. Coordination Committee

26.1 Constitution and Membership

- a. The SHA shall, within 15 days of the date of execution of this Implementation Support Contract, establish a coordination committee (the **Coordination Committee**) which shall meet quarterly to perform its functions.
- b. The Coordination Committee shall be constituted as follows:
 - (i) State Nodal Officer, SHA.
 - (ii) Consultant, SHA.
 - (iii) Finance Officer, SHA.
 - (iv) Medical Officer, SHA.
 - (v) The State Coordinator (s) of the Implementation Support Agency (ies) and one other member from the Corporate/ regional office of the Implementation Support Agency.
State may add additional members, if required.

26.2 Roles and Responsibilities

The key functions and role of the **Coordination Committee** shall include but not be limited to:

- a. Ensuring smooth interaction and process flow between the SHA and the Implementation Support Agency.
- b. Reviewing the implementation and functioning of the Scheme and initiating discussions between the Parties to ensure efficient management and implementation of the Scheme(s).
- c. Reviewing the performance of the ISA under the Implementation Support Contract.
- d. Any other matter that the Parties may mutually agree upon.

27. Grievance Redressal

A robust and strong grievance redressal mechanism has been designed for scheme(s). The District authorities shall act as a frontline for the redressal of Beneficiaries' / Providers / other Stakeholder's grievances. The District authorities shall also attempt to solve the grievance at their end. The grievances so recorded shall be numbered consecutively and the Beneficiaries / Providers or any other aggrieved party shall be provided with the number assigned to the grievance. The District authorities shall provide the Beneficiaries / Provider or any other aggrieved party with details of the follow-up action taken as regards the grievance as per the process laid down. The District authorities shall also record the

information in pre-agreed format of any complaint / grievance received by oral, written or any other form of communication.

Under the Grievance Redressal Mechanism of the scheme(s), set of three tier Grievance Redressal Committees have been set up to attend to the grievances of various stakeholders at different levels. Details of Grievance Redressal mechanisms and guidelines for this purpose are provided at **Annex 2.13**.

28. Renewal of the Implementation Support Contract

- a. The Term of this ISA Contract is subject to renewal after one year for one more year extendable to a maximum of two years.
- b. All decisions related to renewal shall vest with the SHA.
- c. The SHA shall take the decision regarding the Implementation Support Contract renewal based on the parameters specified in **Section 11.5** of this Volume II of the Tender Document.
- d. The ISA hereby acknowledges and accepts that the decision related to renewal is at the discretion of the SHA and this shall not be deemed as a right of the ISA under this Implementation Support Contract.

29. Termination of the Implementation Support Contract and Consequences

29.1 Grounds for Termination

- a. If the SHA does not renew the Implementation Support Contract of the Implementation Support Agency as per **Section 28** above, it shall be terminated prematurely.
- b. The Implementation Support Contract may be terminated also on the occurrence of one or more of the following events:
 - (i) the ISA fails to duly obtain a renewal of its registration with the IRDAI or the IRDAI revokes or suspends the ISA registration for the ISA failure to comply with applicable Laws or the ISA failure to conduct the general or health insurance business in accordance with applicable Insurance Laws or the code of conduct issued by the IRDAI; or
 - (ii) the ISA's average Turn-around Time over a period of 90 days is in excess of 15 days per Claim provided all fees due is paid by the SHA in time to the Implementation Support Agency; or
 - (iii) the ISA has failed to pay any of the Liquidated Damages/ penalties within 60 days of receipt of a written notice from the SHA requesting payment thereof; or
 - (iv) the ISA amends or modifies or seeks to amend or modify the Fees or the terms and conditions of the scheme(s) cover for any renewal Policy Cover Period; or
 - (v) the ISA is otherwise in material breach of this Implementation Support Contract that remains uncured despite receipt of a 60-day cure notice from the SHA; or

- (vi) any representation, warranty or undertaking given by the ISA proves to be incorrect in a material respect or is breached; or
 - (vii) Non-performance on KPIs.
 - (viii) Fraudulent practices
- c. Termination shall take place following the legal protocols specified in the Implementation Support Contract.
- d. Premature termination of Implementation Support Contract shall give the following rights to the SHA:
Quantify pending dues of the Implementation Support Agency to the SHA and pending claims of the EHCP and ensure recovery from the SHA.

Annexes: Volume II

Annex 2.1 AB-PMJAY Beneficiaries

District	Eligible Families
Bilaspur	26539
Chamba	50242
Hamirpur	31677
Kangra	108900
Kinnaur	5329
Kullu	26195
Lahul And Spiti	2559
Mandi	98735
Shimla	47405
Sirmaur	31156
Solan	25792
Una	24456
Total	478985

Annex 2.2 Exclusions to the Policy

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

- Condition that does not require hospitalization and can be treated under Out Patient Care.
- Except those expenses covered under pre and post hospitalisation expenses, 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, prosthetic, cosmetic procedure, filling of tooth cavity, root canal including wear and tear of teeth, periodontal diseases, dental implants etc. are excluded. Exception to the above would be treatment needs arising from trauma / injury, neoplasia / tumour / cyst requiring hospitalisation for bone treatment.
- Any assisted reproductive techniques, or infertility related procedures, unless featuring in the National Health Benefit Package list.
- Vaccination and immunization.
- Surgeries related to ageing face & body, laser procedures for tattoo removals, augmentation surgeries and other purely cosmetic procedures such as fat grafting, neck lift, aesthetic rhinoplasty etc.
- Circumcision for children less than 2 years of age shall be excluded (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident).
- Persistent Vegetative State: a condition in which a medical patient is completely unresponsive to psychological and physical stimuli and displays no sign of higher brain function, being kept alive only by medical intervention.

Annex 2.3 Packages and Rates

The package rates are available on pmjay.gov.in & hspbys.in which are updated from time to time as per the modifications made by NHA/SHA.

Annex 2.4 Guidelines for Identification of AB-PMJAY Beneficiary Family Units

The core principle for finalising the operational guidelines for proposed AB-PMJAY is to construct a broad framework as guiding posts for simplifying the implementation of the Mission under the ambit of the policy and the technology while providing requisite flexibility to the States to optimally chalk out the activities related to implementation in light of the peculiarities of their own State, as ownership of implementation of scheme lies with them.

- A. AB-PMJAY will target about 10.74 crore poor, deprived rural families and identified occupational category of urban workers' families as per the latest Socio-Economic Caste Census (SECC) data, both rural and urban. Additionally, all such enrolled families under RSBY that do not feature in the targeted groups as per SECC data will be included as well.

- B. States covering a much larger population than the AB-PMJAY beneficiary list will need to
 - i) Provide a declaration that their eligibility criteria cover AB-PMJAY beneficiaries
 - ii) Setup a process to ensure any family in AB-PMJAY list who may be missed under the State's criteria is covered when they seek care.
 - iii) Beneficiaries obtaining treatment should be tagged if they are AB-PMJAY beneficiaries. Reports to MoHFW/ NHA will need to be provided for these beneficiaries
 - iv) Link all AB-PMJAY beneficiaries with the State's Scheme ID and Aadhaar in a defined time period

- C. The ISA will be responsible for carrying out Information, Education and Communication (IEC) activities amongst targeted families such that they are aware of their entitlement, benefit cover, empanelled hospitals and process to avail the services under AB-PMJAY. The pamphlets intimating about the process of scheme and detail of EHCPs will be prepared and distributed by the ISA. The SHA will help for assisting leveraging Village Health and Nutrition Days, making available beneficiary family list at Panchayat office, visit of ASHA workers to each target family and educating them about the scheme, Mass media, etc among other activities. The following 2 IEC activities were conducted to aid in Beneficiary Identification.
 - i) States which are primarily covering AB-PMJAY beneficiaries are encouraged to create multiple service locations where beneficiaries can check if they are covered. These include
 - Contact points or kiosks set up at CSCs, PHCs, Gram Panchayat, etc
 - Empaneled Hospital

- Self-check via mobile or web
- Or any other contact point as deemed fit by States

- D. Beneficiary identification will include the following broad steps:
- i) The operator searches through the AB-PMJAY list to determine if the person is covered.
 - ii) Search can be performed by Name and Location, Ration Card No or Mobile number (collected during data drive) or ID printed on the letter sent to family or RSBY URN
 - iii) If the beneficiary's name is found in the AB-PMJAY list, Aadhaar (or an alternative government ID) and Ration Card (or an alternative family ID) is collected against the Name / Family.
 - iv) The system determines a confidence score for the link based on how close the name / location / family members between the AB-PMJAY record and documents is provided.
 - v) The operator sends the linked record for approval to the ISA and/or SHA
 - vi) If the confidence score is high (as specified by the software), the operator can immediately issue the e-Card and admit the patient for treatment. Otherwise, the patient must be advised to wait for approval from the SHA/ trust
 - vii) The ISA has to setup a Beneficiary approval team which will work on fixed service level agreements on turnaround time. The AB-PMJAY details and the information from the ID is presented to the verifier. The ISA can either approve or recommend a case for rejection with reason.
 - viii) All cases recommended for rejection will be scrutinised by a State team that works on fixed service level agreements on turnaround time. The state team will either accept rejection or approve with reason.
 - ix) The e-card will be printed with the unique ID under AB-PMJAY and handed over to the beneficiary to serve as a proof for verification for future reference.
- The beneficiary will also be provided with a booklet/ pamphlet with details about AB-PMJAY and process for availing services.
 - Presentation of this e-card will not be mandatory for availing services. However, the e-card may serve as a tool for reinforcement of entitlement to the beneficiary and faster registration process at the hospital when needed.
- E. Addition of new family members will be allowed. This requires at least one other family member has been approved by the Trust. Proof of being part of the same family is required in the form of
- i) Name of the new member is in the family ration card or State defined family

card

- ii) A marriage certificate relating to marriage to a family member existing in the family

A birth certificate relating to a birth to a family member existing in the family is available.

Annex 2.5 Guidelines for Empanelment of Health Care Providers and Other Related Issues

The latest guidelines with respect to hospital empanelment are available on pmjay.gov.in.

Annex 2.6 Claims Management Guidelines including Portability

Claim management guidelines including portability are available on pmjay.gov.in.

Annex 2.7 Template for Medical Audit

Template for Medical Audit

AB-PMJAY ID or HIMCARE Number		Hospital ID	
Patient Name		Hospital Name	
Case No.		Hospital Contact No.	
Date of Admission		Date of Discharge	
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

Audit Observations

No.	Criteria	Yes	No	Comments
1.	Does each medical record file contain:			
a.	Is discharge summary included?			
b.	Are significant findings recorded?			
c.	Are details of procedures performed recorded?			
d.	Is treatment given mentioned?			
e.	Is patient's condition on discharge mentioned?			
f.	Is final diagnosis recorded with main and other conditions?			
g.	Are instructions for follow up provided?			
2.	Patient history and evidence of physical examination is evident.			
a.	Is the chief complaint recorded?			
b.	Are details of present illness mentioned?			
c.	Are relevant medical history of family members present?			
d.	Body system review?			
e.	Is a report on physical examination available?			
f.	Are details of provisional diagnosis mentioned?			
3.	Is an operation report available? (only if surgical procedure done)			
a.	Does the report include pre-operative diagnosis?			
b.	Does the report include post-operative diagnosis?			
c.	Are the findings of the diagnosis specified?			
d.	Is the surgeon's signature available on records?			
e.	Is the date of procedure mentioned?			
4.	Progress notes from admission to discharge			
a.	Are progress reports recorded daily?			
b.	Are progress reports signed and dated?			
c.	Are progress reports reflective of patient's admission status?			
d.	Are reports of patient's progress filed chronologically?			
e.	Is a final discharge note available?			

5	Are pathology, laboratory, radiology reports available (if ordered)?			
6	Do all entries in medical records contain signatures?			
a.	Are all entries dated?			
b.	Are times of treatment noted?			
c.	Are signed consents for treatment available?			
7	Is patient identification recorded on all pages?			
8	Are all nursing notes signed and dated?			

Overall observations of the Auditor:

Significant findings:

Recommendations:

Date:

Signature of the Auditor

Annex 2.8 Template for Hospital Audit

Template for Hospital Audit

Hospital Name		Hospital ID	
Hospital Address			
Hospital Contact No.			
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

Audit Observations

No.	Criteria	Yes	No	Comments
1.	Was there power cut during the audit?			
2.	If yes, what was the time taken for the power back to resume electric supply?			
3.	Was a AB-PMJAY and HIMCARE kiosk present in the reception area?			
4.	Was any staff present at the kiosk?			
5.	Did you see the AB-PMJAY and HIMCARE Empanelled Hospital Board displayed near the kiosk in the reception area?			
6.	Was the kiosk prominently visible?			
7.	Was the kiosk operational in local language?			
8.	Were AB-PMJAY and HIMCARE brochures available at the kiosk?			
9.	Were the toilets in the OPD area clean?			
10.	Was drinking water available in the OPD area for patients?			

Overall observations of the Auditor:

Significant findings:

Recommendations:

Signature of the Auditor

Date:

Annex 2.9 Key Performance Indicators

	KPIs	Time Frame	Penalty
1	Setting up of a State Project Office and Appointment of Project Head and other Staff (to be specified by SHA) for co-ordination and Scheme implementation	15 days after signing of ISA Contract.	Rs. 1 lakh per week of delay and part thereof.
2	Establishment of Regional/ District Offices	15 days after signing of ISA Contract.	Rs. 5 lakh per week of delay and part thereof.
3	Claims-related Activities:		
	a. Pre-authorisation	Within 1 hour for emergency cases and 6 hours for all other cases	Automatic approval post 1 and 6 hours for emergency and non-emergency cases respectively. Rs. 1000 per delay of pre-authorisation
	b. Scrutiny and Claim approval from EHCP	Within 15 days of claim submission for the first time excluding the days when the claim is pending with the network hospital.	If the ISA fails to make the Claim Payment within a Turn-around Time of 15 days for a reason other than a delay by the SHA in making payment of the Fees that is due and payable, then the ISA at their own cost shall be liable to pay a penal interest to the EHCP at the rate of 1% of the Claim amount for every 15 days of delay.
4	Delays in compliance to orders of the Grievance Redressal Committee (GRC)	Beyond 30 days.	Rs. 25,000 for the first month of delay in implementing GRC order, Rs. 50,000 per month for every subsequent month thereafter.
5	Completing minimum audit targets – both claims and medical audits	Specified number of medical and claims audit reports to be submitted in the reporting quarter.	Rs. 10,000 for each audit report not submitted as per plan.
6	Timely submission of a specified minimum audit reports on a quarterly basis – both claims and medical audits <i>(To be implemented only when the</i>	Specified number of medical & claims audit reports to be submitted within -	Rs. 10,000 for each audit report not submitted in time.

	<i>IT Platform has developed the capability of allowing online filing of these reports)</i>	7 days of completing the audit.	
7	Wrong approval or rejection of claims by ISA		
8	Fraud/wrong claim processed by ISA detected by independent mechanism set up by SHA		Rs. 50000 per case for each such case.

Annex 2.10 Indicative Fraud Triggers

Claim History Triggers

1. Impersonation.
2. Mismatch of in house document with submitted documents.
3. Claims without signature of the AB-PMJAY and HIMCARE Beneficiary on pre-authorisation form.
4. Second claim in the same year for an acute medical illness/surgical.
5. Claims from multiple hospitals with same owner.
6. Claims from a hospital located far away from AB-PMJAY and HIMCARE Beneficiary's residence, pharmacy bills away from hospital/residence.
7. Claims for hospitalization at a hospital already identified on a "watch" list or black listed hospital.
8. Claims from members with no claim free years, i.e. regular claim history.
9. Same AB-PMJAY and HIMCARE Beneficiary claimed in multiple places at the same time.
10. Excessive utilization by a specific member belonging to the AB-PMJAY and HIMCARE Beneficiary Family Unit.
11. Deliberate blocking of higher-priced Package Rates to claim higher amounts.
12. Claims with incomplete/ poor medical history: complaints/ presenting symptoms not mentioned, only line of treatment given, supporting documentation vague or insufficient.
13. Claims with missing information like post-operative histopathology reports, surgical / anaesthetist notes missing in surgical cases.
14. Multiple claims with repeated hospitalization (under a specific policy at different hospitals or at one hospital of one member of the AB-PMJAY and HIMCARE Beneficiary Family Unit and different hospitals for other members of the AB-PMJAY and HIMCARE Beneficiary Family Unit), multiple claims towards the end of Policy Cover Period, close proximity of claims.

Admissions Specific Triggers

15. Members of the same AB-PMJAY and HIMCARE Beneficiary Family Unit getting admitted and discharged together.
16. High number of admissions.
17. Repeated admissions.
18. Repeated admissions of members of the AB-PMJAY and HIMCARE Beneficiary Family Unit.
19. High number of admission in odd hours.
20. High number of admission in weekends/ holidays.

21. Admission beyond capacity of hospital.
22. Average admission is beyond bed capacity of the EHCP in a month.
23. Excessive ICU admission.
24. High number of admission at the end of the Policy Cover Period.
25. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.
26. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

Diagnosis Specific Triggers

27. Diagnosis and treatment contradict each other.
28. Diagnostic and treatment in different geographic locations.
29. Claims for acute medical illness which are uncommon e.g. encephalitis, cerebral malaria, monkey bite, snake bite etc.
30. Ailment and gender mismatch.
31. Ailment and age mismatch.
32. Multiple procedures for same AB-PMJAY and HIMCARE Beneficiary – blocking of multiple packages even though not required.
33. One-time procedure reported many times.
34. Treatment of diseases, illnesses or accidents for which an Empanelled Health Care Provider is not equipped or empanelled for.
35. Substitution of packages, for example, Hernia as Appendicitis, Conservative treatment as Surgical.
36. Part of the expenses collected from AB-PMJAY and HIMCARE Beneficiary for medicines and screening in addition to amounts received by the Insurer/ ISA.
37. ICU/ Medical Treatment blocking done for more than 5 days of stay, other than in the case of Critical Illness.
38. Overall medical management exceeds more than 5 days, other than in the case of Critical Illness.
39. High number of cases treated on an OOP basis at a given provider, post consumption of financial limit.

Billing and Tariff based Triggers

40. Claims without supporting pre/ post hospitalisation papers/ bills.
41. Multiple specialty consultations in a single bill.
42. Claims where the cost of treatment is much higher than expected for underlying etiology.
43. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
44. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.

45. Claims submitted that cause suspicion due to format or content that looks "too perfect" in order. Pharmacy bills in chronological/running serial number or claim documents with colour photocopies. Perfect claim file with all criteria fulfilled with no deficiencies.
46. Claims with visible tempering of documents, overwriting in diagnosis/ treatment papers, discharge summary, bills etc. Same handwriting and flow in all documents from first prescription to admission to discharge. X-ray plates without date and side printed. Bills generated on a "Word" document or documents without proper signature, name and stamp.

General

47. Qualification of practitioner doesn't match treatment.
48. Specialty not available in hospital.
49. Delayed information of claim details to the Insurer/ ISA.
50. Conversion of OP to IP cases (compare with historical data).
51. Non-payment of transportation allowance.
52. Not dispensing post-hospitalization medication to AB-PMJAY and HIMCARE Beneficiaries.

Annex 2.11 Indicators to Measure Effectiveness of Anti-Fraud Measures

1. Monitoring the number of grievances per 1,00,000 AB-PMJAY and HIMCARE Beneficiaries.
2. Proportion of Emergency pre-authorization requests.
3. Percent of conviction of detected fraud.
4. Share of pre-authorization and claims audited.
5. Claim repudiation/ denial/ disallowance ratio.
6. Number of dis-empanelment/ number of investigations.
7. Share of AB-PMJAY and HIMCARE Beneficiary Family Units physically visited by Scheme functionaries.
8. Share of pre-authorization rejected.
9. Reduction in utilization of high-end procedures.
10. AB-PMJAY and HIMCARE Beneficiary satisfaction.
11. Share of combined/ multiple-procedures investigated.
12. Share of combined/ multiple-procedures per 1,00,000 procedures.
13. Pre-authorization pendency rate and Claim pendency rate per 100 cases decided OR percent of pre-authorization decided after additional observation being attended + correlated with frauds detected as a consequence of this effort.
14. Instances of single disease dominating a geographical area/Service area are reduced.
15. Disease utilization rates correlate more with the community incidence.
16. Number of FIRs filed.
17. Number of enquiry reports against hospitals.
18. Number of enquiry reports against Insurer/ ISA or SHA staff.
19. Number of charge sheets filed.
20. Number of judgments received.
21. Number of cases discussed in Empanelment and Disciplinary Committee.
22. Reduction in number of enhancements requested per 100 claims.
23. Impact on utilization.
24. Percent of pre-audit done for pre-authorization and claims.
25. Percent of post-audit done for pre-authorization and claims.
26. Number of staff removed or replaced due to confirmed fraud.
27. Number of actions taken against hospitals in a given time period.
28. Number of adverse press reports in a given time period.
29. Frequency of hospital inspection in a given time period in a defined geographical area.
30. Reduction in share of red flag cases per 100 claims.

[Annex 2.12 Guidelines for Hospital Transaction Process including pre-authorisation](#)

Guidelines are available on pmjay.gov.in

Annex 2.13 Guideline for Greivance Redressal

Guidelines are available on pmjay.gov.in