

Corrigendum no. 2

Date: 16.01.2025

RFP Number: S-12017/86/2020/NHA-Part (3)

Title:- RFE for “Selection of Implementation Support Agencies”

Tender ID : **2024_NHA_839661_1**

Date of Publishing RFP: 13.12.2024

Date of Publishing Corrigendum no.1 : 16.01.2025

The National Health Authority (NHA) has decided to make the following changes in the RFP as detailed below. All the other Terms and Conditions of the RFP shall remain unchanged.

S.No.	Volume / Page No / Clause / Sub-clause	Sub-section / Reference point	Updated/ Inserted/ Removed clause
1	Volume 1 / pg.14 / 4.3 (1) : Pre-qualification criteria and document submission for evaluation:-	Pre-Qualification Criteria The bidder should be registered as private or public limited insurance company	Pre-Qualification Criteria The bidder should be registered as private or public limited insurance company / Third Party Administrators (TPA)
2	Volume 1 / pg.12 / 1. Introduction and Background (1.2 vi)	vi. Claim audit and investigations	vi. Claim audit

3	Volume 1 / pg.13 / 3. Scope of Work	d) Claim audit and investigation post the scrutiny of claims at PPD and CPD level and will submit the audit report at the end of each reporting quarter.	d) Claim audit post the scrutiny of claims at PPD and CPD level and will submit the audit report at the end of each reporting quarter.
4	Volume 1 / pg.13 / 3. Scope of Work	e) The selected bidders agrees to be responsible for ensuring processing of all pre-auth requests and claims and audits as per TAT mentioned in the RFE. The claim payment shall be made (based on the claim submitted amount) if not rejected, including any investigation into the claim received from the Health Care Providers.	e) The selected bidders agrees to be responsible for ensuring processing of all pre-auth requests and claims and audits as per TAT mentioned in the RFE. The claim payment shall be made (based on the claim submitted amount) if not rejected.
5	Volume 1 / pg.28 / 26. Evaluation of Bids and Selection of Successful Bidder (s) : Stage 4 2 b (i)	Stage 4: Selection of the Successful Bidders 2 b (i) NHA will empanel up to 10 (ten) agencies at discovered lowest (L1) rate for each level. Out of the empaneled agencies, NHA will select bidders with lowest (L1) rate for each level to work.	Stage 4: Selection of the Successful Bidders 2 b (i) NHA will empanel up to 10 (ten) agencies / ISAs at discovered lowest (L1) rate for each level. Out of the empaneled agencies, The NHA will determine the number of agencies to whom work orders to be issued , considering the NHA requirements
6	Volume 1 / pg.49 / Format-8: (FIN-1): Financial Bid (point 8)	8 (iv) Claim Sanctioning - Account Officer (ACO) 1. Cost of claim scrutinizing from financial perspective and sanctioning of claims for final payment per IPD Claim (X) at ACO	8 (iv) Claim processing - Account Officer (ACO) 1. Cost of claim scrutinizing from financial perspective per IPD Claim
7	Volume 1 / pg.52 / B1	PPD Level : Blank (Not mentioned in the RFE version)	PPD level (TAT=6 Hours): Pre-auth initiated shall get auto approved if not processed in 6 hours. So, penalty will be levied if ISA does not meet the monthly target.
8	Volume 1 / pg.54 / Appendix I: Key Performance Indicators-SLA B. Performance KPIs	<ul style="list-style-type: none"> • 3 hours: As per the threshold set in TMS 	6 hours for pre-auth processing: As per the threshold set in TMS
9	Volume 1 / pg.57 / Quality Assurance Metrics (point 1)	Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above	Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above (Quality of pre-auth and claim processing)

10	Volume 1 / pg.57 / Appendix I: Key Performance Indicators-SLA: User Action Metrics	User Action Metrics	Removed
11	Volume 1 / pg.58 / C. Audit Related KPIs : S.No. 1 Preauthorization Audits : (Sample column)	Sample column : Blank	10% of total preauthorization's across disease specialities per quarter
12	Volume 1 / pg.58 / C. Audit Related KPIs : S.No.2 Claims Audit (Approved Claims) : (Sample column)	Sample column : Blank	10% of total claims of the quarter (for both IPD and OPD cases separately)
13	Volume 1 / pg.58 / C. Audit Related KPIs : S.No. 3 Medical Audits (Desk) : (Sample column)	Sample column : Blank	10% of total hospitalization cases per quarter (for both IPD and OPD cases separately)
14	Volume 1 / pg.59 / C. Audit Related KPIs : S.No. 4 Death Audits (Desk) : (Sample column)	Sample column : Blank	100%
15	Volume 1 / pg.52-53 / B. Performance KPIs	Turn around time (TAT)	CEX level (TAT=1 Day) CPD level (TAT=4 Days) ACO level (TAT=2 Days)

16	Volume 1 / pg.69 / Schedule 1: Payment Guidelines	<p>Schedule 1: Payment Guidelines</p> <p>ISA shall be paid a fee as per fees quoted by the ISA for servicing the scheme beneficiaries. The Fee shall be payable by NHA in quarterly basis however, the calculation of fee will be done on monthly basis.</p> <p>All quarterly payment shall be payable by NHA after receiving a request / invoice from ISA. Such request /invoice should be sent to NHA within 30 days of bill submission.</p> <p>The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with scheme convergence, unless otherwise specifically permitted by NHA.</p> <p>The violation of clause 9.3 (contract document) shall be considered as a fraudulent act, an event of default and a criminal breach of trust and shall invoke action from NHA under the provisions of the Anti-Fraud Guidelines issued by the NHA and the provisions of this Contract.</p>	Revised Schedule 1 :Payment Guidelines annexed as Annexure-B of the corrigendum
17	Volume 2 / pg.48 / Appendix-1 Empanelment Agreement	<p>ISA will also provide the following additional support services:</p> <p>i. Support NHA in deployment of IT platform and maintenance including modification in IT systems (if any). Also provide claim processing software wherever required.</p> <p>ii. Provide mobile handsets (android based smartphone) and pay monthly service charges.</p> <p>iii. Coordination with toll free call center including linkage with national call centre as defined by Government of India, wherever requested for.</p>	Removed
18	Volume 2 / pg.44 / 25. Reporting Requirements	b. The ISA shall submit all reports mandated by NHA	The ISA shall submit all reports mandated by NHA over email / physically
19	Volume 2 / pg.44 / 25. Reporting Requirements	c. All reports shall be uploaded by the ISA online on the NHA web portal along with separate email and physical copy.	Removed
20	Volume 2 / pg.44 / 25. Reporting Requirements	d. The ISA shall receive auto-acknowledgement immediately on submission of the report.	Removed

21	Volume 2 / pg.29 / 13. Settlement or Payment 13.1 h Claim Payments and Turn-around Time	h. The ISA agrees to be responsible for ensuring settlement of all claims as per TAT mentioned in Appendix I of RFE Volume I. The Claim Payment shall be made (based on the Package Rate or the Pre-Authorized Amount) if not rejected, including any investigation into the Claim received from the Health Care Provider.	The ISA agrees to be responsible for ensuring settlement of all claims as per TAT mentioned in Appendix I of RFE Volume I. The Claim Payment shall be made (based on the Package Rate or the Pre-Authorized Amount) if not rejected.
22	Volume 2 / pg.30 / 13. Settlement or Payment 13.1 j Claim Payments and Turn-around Time	j. All Claims audits/investigations shall be undertaken by qualified and experienced Medical Practitioners appointed by the ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Empanelment Agreement and relevant Policy. The ISA's medical staff shall not impart or advise on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.	All Claims audits shall be undertaken by qualified and experienced Medical Practitioners appointed by the ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Empanelment Agreement and relevant Policy. The ISA's medical staff shall not impart or advise on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.
23	Volume 2 / pg.31 / 13.2 Right of Appeal and Reopening of Claims	a) The Health Care Provider shall have a right of appeal against a rejection of a Claim by the NHA, if the Health Care Provider feels that the Claim is payable. Such decision of the ISA may be appealed by filing a grievance with the DGNO within 15 (fifteen) days of rejection of claim, in accordance with Clause 26 of this Contract. This timeline is not applicable for public hospitals.	13.2 (a) - Removed
24	Volume 2 / pg.32 / 15. Fraud Control and Management	15. Fraud Control and Management	15. - Removed
25	Volume 2 / pg.35, 36 / 17.2 Organizational Set up and Functions	Point b. and c.	Removed
26	Volume 2 / pg.38 / 18. Obligations of the Implementation Support Agency	d. Fraud detection and control including providing a team with adequate manpower to undertake Desk audit, investigations, analyse data for analyzing patterns, frauds and taking actions against the hospitals to prevent and detect fraud including but not limited to preventing beneficiary fraud and ensuring that no fraudulent claim is processed for payment.	Removed

27	Volume 2 / pg.21 / 4.Empanelment/Registration of Health Care Providers	<p>4. Empanelment/Registration of Health Care Providers</p> <p>b. 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 NHA would be specifically designated for providing such tertiary care packages.</p> <p>c. SHAs in their respective states shall be responsible for empanelment and periodic renewal of empanelment of health care providers for offering services under the AB-PMJAY & scheme convergence.</p>	Removed
28	Volume 2 / pg.22 / 5. Agreement with Health Care Providers	<p>5. Agreement with Health Care Providers</p> <p>a. Once a health care provider is found to be eligible for empanelment and if the empanelment is approved by SHAs, then SHA and Insurance Company/ISA of SHA shall enter into a tripartite Service Provider Agreement with such health care provider.</p> <p>b. If the empanelment is being done directly by NHA, then NHA shall enter into a service provider agreement with such health care provider. The selected ISA for scheme convergence project will not be party of the agreement with health care provider.</p> <p>c. The ISA agrees that neither it nor its outsourced agency will enter into any understanding with the HCP that are in contradiction to or that deviates from or breaches the terms of the Empanelment Agreement or HCP Contract entered into by those parties.</p> <p>d. If the ISA or any if its representatives violates the provisions of Clause 6.b. above, it shall be deemed as a material breach and the NHA shall have the right to initiate appropriate action against the ISA or the HCP or both.</p>	Removed
29	Volume 2 / pg.22 / 6. De-empanelment of Health Care Providers	<p>a. De-empanelment of HCPs shall only be done by the respective SHA or NHA, as per applicable guidelines and/or as per Applicable Laws and/or rules.</p>	Removed.

30	Volume 2 / pg.24 / 8. Fee and Fee Payment	<p>8.3 The ISA agrees to ensure that neither it nor any of its employee or representative shall charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with AB PM-JAY/scheme convergence in any state for scheme Convergence Project related activities, unless otherwise specifically permitted by NHA</p>	<p>8.3 The ISA agrees to ensure that neither it nor any of its employee or representative shall charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with scheme convergence in any state for scheme Convergence Project related activities, unless otherwise specifically permitted by NHA</p>
31	Volume 2 / pg.29 / 13. Settlement or Payment	<p>13.1 (f) If the ISA recommends for rejection of a Claim, after approval from NHA, the ISA shall issue an electronic e-notification of rejection to the Health Care Provider or beneficiary, in case of reimbursement claims, stating details of the Claim summary; reasons for rejection; and details of the Grievance mechanism. e-notification of rejection shall be issued to the Health Care Provider as per TAT in Appendix I of RFE Volume I. The ISA should inform the Health Care Provider of its right to seek redressal for any Claim related grievance before the District Grievance Redressal Committee or directly to NHA as per the guidelines in its e-notification of rejection.</p>	Removed
32	Volume 2 / pg.35 / 17.2 Organizational Set up and Functions	<p>a. In addition to the mandatory staff for the duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the scheme and for the performance of its obligations and discharge of its liabilities under the insurance Contract. List of staff provided under Schedule 15 are minimum manpower to start the project, but ISA must have sufficient manpower to perform the various functions of the scheme implementation:</p>	<p>a. In addition to the mandatory staff for the duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the scheme and for the performance of its obligations and discharge of its liabilities under the insurance Contract. List of staff provided under Schedule 2 are minimum manpower to start the project, but ISA must have sufficient manpower to perform the various functions of the scheme implementation.</p>

33	Volume 2 / pg.37 / 17.2 Organizational Set up and Functions	<p>f. The ISA agrees to provide support to national toll-free telephone services for the guidance and benefit of the beneficiaries whereby the covered Persons shall receive guidance about various issues by dialing a National Call Centre as per the guidelines of Government of India</p> <p>a. Call Centre Information The ISA shall support the call centre function by providing information related to projects established by NHA for the benefit of all covered Persons by providing call centre executives. The Call Centre functions 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 NHA but the cost of training and capacity building shall be taken care by ISA. As a part of the Call Centre Service the ISA shall provide all the necessary information about scheme benefits to any person who calls for this purpose. The call centre shall have access to all the relevant information of scheme convergence along with eligibility under various schemes as per the parent organization of scheme convergence project so that it can provide answer satisfactorily.</p> <p>b. Language The toll-free number to provide services to the covered Persons in English and local languages.</p> <p>c. ISA to inform Beneficiaries The ISA will intimate the national toll-free number details of related officer, other telephone numbers of the ISA's Project Office along with addresses.</p>	Removed
----	--	---	---------

34	<p>Volume 2 / pg.39-40 / 22.</p> <p>Management Information System</p>	<p>22. Management Information System</p> <p>a. All Management Information System (MIS) shall be on a centralised web-based architecture designed by the NHA, for the purposes of the Scheme.</p> <p>b. The ISA shall maintain a MIS dashboard 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.</p> <p>c. The ISA shall update the information on the MIS dashboard real time and shall provide the NHA and any number of authorized representatives of the NHA or its advisors/ consultants with access to the various modules on the MIS dashboard. The NHA and the NHA shall have the right to download, print or store the data available on the MIS dashboard.</p> <p>d. In addition, the ISA shall submit reports to the NHA regarding health-service usage patterns, claims data and such other information regarding the delivery of benefits as may be required by the NHA on a monthly basis.</p> <p>e. In addition, the ISA shall be responsible for submitting such other data and information as may be requested by the NHA and/ or to the NHA and to submit such reports in formats as required by and specified by the NHA from time to time.</p> <p>f. All data generated by the ISA in relation to the implementation and management of the Scheme and/or in performing its obligations under the Empanelment Agreement shall be the property of the NHA. The ISA undertakes to handover all such information and data to the NHA within 10 days of the expiration or cancellation of the work and on the expiration or early termination of the Empanelment Agreement.</p>	Removed
----	---	---	---------

35	Volume 2 / pg.39 / 20 service beyond service area	<p>20. Service beyond Service Area</p> <p>To ensure true portability of scheme, State Governments participating in the AB PM-JAY Scheme are in arrangement with ALL other States, through NHA, that are implementing AB-PMJAY for allowing sharing of network hospitals, transfer of payment of claim & transaction data arising in areas beyond the service area [requires reframing]</p>	Removed
36	Volume 2 / pg.40 / 23.1 Scope of Monitoring	subsection b (iii) : Grievance redressal process.	Removed
37	Volume 2 / pg.44 / 26. Grievance Redressal	<p>26. Grievance Redressal</p> <p>The robust and strong grievance redressal mechanism of AB-PMJAY will be used for scheme convergence along with separate guideline of scheme convergence. The District authorities shall act as a frontline for the redressal of Beneficiaries' / Providers / other Stakeholder's grievances. ISA shall in coordination with the SHA/NHA attempt to solve the grievance in time bound manner. 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/ISA will 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. Under convergence project the ISA and wherever possible District authorities will 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, three tier Grievance Redressal Committees have been set up to attend to the grievances</p>	Removed

		<p>of various stakeholders at different levels. Details of Grievance Redressal mechanisms and guidelines are published and revised by</p>	
38	<p>volume 2 / pg.57 / Appendix 1: Empanelment Agreement 6.3.(d)</p>	<p>As soon as practicable after receipt of the Force Majeure Notice, the Parties shall consult with each other in good faith and use reasonable endeavors to agree upon appropriate mitigation measures to be taken to mitigate the effect of the Force Majeure Event and facilitate continued performance of this Empanelment Agreement. If Parties are unable to arrive at a mutual agreement on the occurrence of a Force Majeure Event or the mitigation measures to be taken by the Other Party within 15 (fifteen) days of receipt of the Force Majeure Notice, then the Affected Party shall have a right to refer such dispute to</p>	<p>As soon as practicable after receipt of the Force Majeure Notice, the Parties shall consult with each other in good faith and use reasonable endeavors to agree upon appropriate mitigation measures to be taken to mitigate the effect of the Force Majeure Event and facilitate continued performance of this Empanelment Agreement.</p>

		grievance redressal in accordance with Clause 26.	
39	volume 2 / pg.9 / 1. Definitions and Interpretations	<p>(d) Scheme guidelines Scheme Guidelines shall mean the guidelines issued by MoHFW and/or NHA from time to time for the implementation of the AB-PMJAY and convergence scheme, to the extent modified by the RFE Documents pursuant to which the Empanelment Agreement has been entered into; provided that MoHFW and/or NHA may, from time to time, amend or modify the Guidelines or issue new Guidelines, which shall then be applicable to the ISA. This includes all the guidelines issued by MoHFW and/or NHA for the implementation of AB PM-JAY & scheme convergence.</p>	<p>(d) Scheme guidelines Scheme Guidelines shall mean the guidelines issued by MoHFW, parent ministry and/or NHA from time to time for the implementation of various convergence schemes, to the extent modified by the RFE Documents pursuant to which the Empanelment Agreement has been entered into; provided that MoHFW, parent ministry and/or NHA may, from time to time, amend or modify the Guidelines or issue new Guidelines, which shall then be applicable to the ISA.</p>

40	Volume 1 / pg.3 / Content	Appendix VIII: Blacklisting And Pending Suit Declaration.....79 Schedule 1: Payment Guidelines.....81 Schedule 2: Minimum human resource requirement and qualification.....82 Schedule 3: Exclusions to the Policy.....87 Schedule 4: Health Benefit Packages (HBP).....89 Schedule 5: Performance Security” or “Performance Bank Guarantee” or PBG.....91	Schedule 1: Payment Guidelines.....69 Schedule 2: Minimum human resource requirement and qualification.....69 Schedule 3: Exclusions to the Policy.....70 Schedule 4: Health Benefit Packages (HBP).....71 Schedule 5: Performance Security” or “Performance Bank Guarantee” or PBG.....73
----	---------------------------	---	--

Annexure-A

18.1 Formats checklist for Pre-Qualification Bid

S.No.	Pre-Qualification Checklist	Reference
1	Bid Application Cover Letter	PQ-1 (Format-1)
2	Bid Security Declaration	PQ-2 (Format-2)
3	Pre- Contract Integrity Pact	PQ-3 (Format-3)
4	Applicant Details	PQ-4 (Format-4)
5	Power of Attorney for Signing of Bids	PQ-5 (Format-5)
6	Bidder's Undertaking regarding unconditional acceptance	PQ-6 (Format-6)
7	Blacklisting and Pending Suit Declaration	PQ-7 (Format-7)
8	Certification of Incorporation of the Company under The Companies Act, 1956 and/or 2013, in India	PQ-8
9	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure	PQ-9
10	Last three (3) years' Audited Balance Sheet, Profit & Loss Statement with Auditors' Report	PQ-10
11	certificate issued by a statutory auditor or Chartered Accountant (CA) on their official letterhead, bearing a valid Unique Document Identification Number (UDIN). for positive net worth in the last 3 (three) Financial Years	PQ-11
12	True certified copies of work orders/LoA/ client certificate clearly stating the experience of handling at least 50,000 (fifty thousand) hospitalization health claims	PQ-12
13	True certified copies which provide proof that the bidder has experience in processing claims of not less than INR 100 (One Hundred) crore in last financial year and a total of INR 300 (Three Hundred) crore in last three consecutive year: marked as Annexure	PQ-13
14	Checklist for submission of Qualification Bid	PQ-14

Annexure-B

Schedule 1: Payment Guidelines

Reference to *clause 17. Fee for Service*, selected bidder(s) will be paid as per the discovered L1 rates based on the raised invoice. Apart from the discovered rate (L1), NHA will not provide any other cost/ reimbursement/ payment for the support of implementation of the project to ISA. The Fee shall be payable by NHA in quarterly basis. However, the calculation of fee and applicable penalty as per SLAs will be done on monthly basis.

All quarterly payment shall be payable by NHA after receiving the final invoice from ISA. The invoice should be on the letterhead of the ISA, stamped, signed and provide month wise & quarter wise calculations.

ISAs to submit the hard copy of the original invoices to NHA along with the copy of the Bank Guarantee to inform its validity, which should always be till 3 months after expiry of the Term of the Agreement including extension period. In case any ISA has the TDS exemption certificate, then it must be submitted along with the original invoice to NHA.

Convergence division will validate the work done by each ISA basis the available datasets and then calculate the SLA penalty basis the *Appendix I: Key Performance Indicators-SLA* of this RFP. Penalty, if applicable, will be levied and adjusted against the net payment to be made to respective ISA(s). Upon adjustment of SLA penalty, the payment will be made to ISA(s).

The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with scheme convergence, unless otherwise specifically permitted by NHA.

Taxes

The ISA shall protect, indemnify and hold harmless the National Health Authority, from any and all claims or liability to:

- a. Pay any statutory levies or taxes assessed or levied by any competent tax authority on the ISA or on the National Health Agency for or on account of any act or omission on the part of ISA; or
- b. On account of the ISA's failure to file tax returns as required by applicable Laws or comply with reporting or filing requirements under applicable Laws relating to Goods and Service Tax Laws;
- c. Arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the ISA to any competent tax authority in respect of the service tax.