



**National Health Authority (NHA)
Government of India**

REQUEST FOR EMPANELMENT (RFE)

**For
Selection of Implementation Support Agencies (ISAs)
for Convergence Schemes on
National Health Authorities' IT Platform**

Volume I

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

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Abbreviations

AL	Authorization Letter (from the ISA of PMU)
BFU	Beneficiary Family Unit
BoCW	Building and Other Construction Workers
CAPF	Central Armed Police Force
CGHS	Central Government Health Scheme
CGRMS	Central Grievance Redressal and Management System
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
HCO	Health Care Organization
ESIC	Employees State Insurance Corporation
HMDG	Health Minister's Discretionary Grant
INR	Indian National Rupees
ISA	Implementation Support Agency
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
MoRTH	Ministry of Road Transport & Highways
MoSJE	Ministry of Social Justice and Empowerment
NHA	National Health Authority
NOA	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
RAL	Request for Authorization Letter (from the EHCP)
RAN	Rashtriya Arogya Nidhi
RC	Risk Cover
RSBY	RashtriyaSwasthyaBima Yojana
SECC	Socio Economic Caste Census
TPA	Third Party Administrators
UT	Union Territories

Bid Data Sheet

Project title	Selection of Implementation Support Agencies (ISAs) for Convergence schemes on National Health Authorities' IT Platform
Name of Bid Inviting Authority	National Health Authority (NHA)
Name and Contact of Officer	Name: Ankit Kumar Designation: Assistant Director - Administration Address: National Health Authority, 3 th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001 Tel No.: 011-23468805, Email: <i>(procurement.division@nha.gov.in)</i>
Language of bid	English
Currency of bid	Indian Rupees (INR)
Tenure of the Contract	Tenure of 3 (three) years and extendable every year up to another 2 years based upon the evaluation performance done as per defined KPIs in Annexure III and other terms and conditions of this RFE & discretion of NHA.
Bid Processing Fees	Nil
Mode for submission of Bids	Bidders are to upload their Bids on the e-procurement portal https://eprocure.gov.in Submission of bids through any other mode will not be accepted.
Mode of Selection	Single Stage, Two Covers (Prequalification Eligibility-Technical and Commercial)
Date of publishing of RFE Document	13.12.2024
Last date of receiving queries	26.12.2024, 17:30 Hrs
Pre-bid meeting	24.12.2024, 11:00 hrs onward Venue – National Health Authority Office Conference Room 3rd Floor, Tower-1 Jeevan Bharati Building, Connaught Place, New Delhi -110001
Bid Security Declaration and Integrity Pact	The Bidders shall submit before the last date of submission of bid, a Bid security declaration and Integrity Pact as per the format specified in Annexure: Formats of this RFE document. Address for physical submission: Assistant Director - Administration

	Address: National Health Authority, 3 th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001
Issue of Addendum/Corrigendum / revised RFE Document (if required)	To be decided (if required)
Last date and time of bid submission/ Bid Due Date	16.01.2025 ,17:00
Validity of Bid	180 (one hundred and eighty) days from last date for submission of the bid documents, excluding the last date of submission.
Date and time of bid opening	17.01.2025,17:00 Mode- Electronically on CPPP.
Date and time of Financial Bid opening	Only technically qualified bidders will be informed of financial opening Mode- Electronically on CPPP.
Issue of Notification of Award (LOA)	To be informed later

Note: The Bidding Process Schedule set out above is indicative in nature and the NHA may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. The responsibility shall lie with the Bidders to verify the Bid Process Schedule and the NHA shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. NHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum/Corrigendum. All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFE at the following website:

Website: <https://pmjay.gov.in/tenders>, <https://eprocure.gov.in/cppp/>

Disclaimer

The information contained in this RFE Document or subsequently provided to the interested Bidders, is being provided to the interested Bidders on the terms and conditions set out in this RFE. The purpose of these RFE Documents (**RFE and ISA CONTRACT**) along with all its Addendums/Corrigendums, if any and such other terms and conditions is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFE.

This RFE includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFE Document is not an agreement and is neither an offer nor invitation by the NHA to the prospective Bidders or any other person. The purpose of this RFE Document is to provide the Bidder(s) with information to assist the formulation of their bid. This RFE Document may not be appropriate for all persons and it is not possible for the NHA or its representatives, to consider the objectives, financial situation and particular needs of each Bidder who reads or uses this RFE Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFE Document, and where necessary obtain independent advice from appropriate sources. Neither the NHA nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFE Document. The statements and explanations contained in this RFE document are intended to provide an understanding to the Bidders about the subject matter of this RFE 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 NHA's rights to amend, alter, change, supplement or clarify the scope of work, or the ISA Contract to be signed pursuant to this RFE Document the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this RFE 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 NHA.

Information provided in the RFE Documents to the Bidder(s) 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 a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this Bid.

The NHA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.

The NHA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFE Document.

The issue of this RFE Document does not imply that the NHA is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Project and the State/UT Government/NHA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Contract Variations will be applicable as per Manual for Procurement of Consultancy & Other Services 2017, Government of India Ministry of Finance Department of Expenditure. The 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, uploading, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Definitions and Interpretations

Addendum (a) or Corrigendum (a) shall mean all document issued in continuation or as modification or as clarification to certain points in the RFE Documents. The bidders would need to consider the main document as well as any addendum(a) issued subsequently for responding to the bid;

“Applicable Laws” shall mean all laws, brought into force and effect by Government of India including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFE;

“Beneficiary” shall mean an eligible beneficiary or member of beneficiary family unit who are eligible to receive AB PM-JAY or Scheme Convergence services. NHA shall notify the ISA regarding addition or removal of Beneficiaries in these categories;

“Bid(s)” shall refer to a bid containing Qualification Bid and Financial Bid, that is submitted by eligible Bidders for qualification and award of contract in accordance with this RFE Document and as per the provisions laid down therein. Bid (s) means collectively, Bids submitted by the Bidders;

“Bidder(s)” shall refer to prospective ISA which submit their Bids in accordance with this RFE Document;

“Bid Validity Period” shall mean the period of 180 (one hundred and eighty) days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.

“Companies Act” shall refer to the Companies Act, 2013, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013;

“Contract” shall mean draft Contract which shall be executed between selected ISA and NHA for implementation of Project;

“Days” shall mean and shall be interpreted as calendar days unless otherwise specified;

“Health Care Provider” shall mean a hospital, a nursing home, a district hospital, a CHC, a clinic, a pharmacy or any other health care provider, whether public or private or empanelled or non-empanelled, providing services to the eligible families/individual in the country in accordance with terms of this Contract for the provision of health services to the Beneficiaries under the scheme;

“Reimbursement of Service” shall mean a facility extended by the scheme to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made to the eligible beneficiary in accordance with the terms and conditions of this Implementation Support Contract, such that Beneficiaries are reimbursed for the expenses incurred in respect of covered services;

“Fees or Service Fees” shall mean Fee quoted by eligible Bidders;

“Financial Bid” shall refer to financial bid submitted by a Bidder, in the format provided in Appendix II of this RFE;

“Financial Year” means the accounting year (viz. 1st April to 31st March) followed by the Bidder in the course of its normal business in India;

“Fraud” shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result

in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any Applicable Law in India;

“Health Benefit Package” shall refer to the health package of services required to treat a condition/ailment/ disease that insured families would receive as detailed in Schedule 4;

“Health Insurance” shall mean health insurance is a type of insurance that covers medical expenses;

“Health Insurance Policy” shall mean contract between an insurer and an individual /group/household/family in which the insurer agrees to provide specified health insurance cover at a particular “premium”;

“IEC” shall mean Information Education and Communication and refer to all such efforts undertaken by the National Health Authority, the State/ UT Government that are aimed at promoting information and awareness Convergence Scheme (CGHS, CAPF, ESIC, BoCW, RAN-HMDG, MoRTH, MoSJE) and its benefits to the potential beneficiaries in particular and to the general population at large;

“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;

“Performance Security or Performance Bank Guarantee or PBG” shall mean as defined in the Contract;

“Policy Cover Period” shall mean the standard period of 12 (twelve)calendar months from the date of start of the Policy Cover or lesser period as per contract entered between NHA and the partner organizations;

“Qualification Bid” refers to qualification proposal submitted by a Bidder, in the format provided in Appendix I of this RFE;

“Risk Cover” shall have the meaning as under Clause 1.2 of this RFE;

“Successful Bidders” shall mean the Bidders (ISA) whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted Bidders and whom the NHA/SHA intends to select and with whom it signs the ISA Contract for this Scheme;

“Scheme” shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana and other similar health insurance program managed and administered by the National Health Authority;

“Selected Bidders” shall mean the successful bidders who have been selected in the bid exercise and have agreed to the terms and conditions of the RFE Document and have signed the ISA Contract with the SHA/NHA;

“Service Area” geographical territory of Republic of India;

“RFE Documents” shall refer to this RFE Document published including RFE, ISA Contract and Schedules. Without prejudice, the RFE Documents shall include all Addenda issued by the NHA, any written responses of queries and any other documents made available by the NHA to the Bidders from time to time during the Tendering process including the Contract;

“Term” shall mean duration of the ISA Contract, in accordance with the provisions thereof;

“Bidding Process” shall have the meaning ascribed to it under Clause 2 of the RFE;

“Control” shall mean with respect to a person which is a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company, the power to direct the management and policies of such person by operation of law;

“Affiliate” shall mean in relation to the Bidder, a person who Controls, is Controlled by, or is under the common Control with such Bidder/Consortium Member;

1. Introduction and Background

- 1.1 Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) is an attempt to move from sectoral, segmented, and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive, and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India. It will not only increase the efficiency and reach but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly. It will help mitigate the financial risk arising out of catastrophic health episodes.
- 1.2 NHA is the implementing body of "Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana" for nearly 10.74 crore eligible beneficiary families in India, under which Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) is provided on family floater basis. With Scheme Convergence project, AB PM-JAY is partnering with different Ministries of Government of India such as Ministry of Home Affairs (MHA), Ministry of Labour & Employment (MoLE), Ministry of Road Transport and Highways (MORTH), Ministry of Health and Family Welfare (MoHFW) and Employee State Insurance Corporation (ESIC) to provide financial health protection to their respective population groups. It is expected that few more groups will join in the future. The objective of Scheme convergence is to provide and improve access of eligible beneficiaries to quality Primary (as applicable), secondary, tertiary inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non empanelled health care providers for the risk covers defined in the operation document of partner organization for reducing out of pocket health care expenses. In order to augment services provided to these groups and to extend ABPM-JAY benefits to other population groups, it has been decided to engage ISAs to provide implementation support on delivery of the following benefits to the eligible beneficiary under the defined categories (as applicable):

Beneficiary Group Type	Benefit Risk Cover
Convergence of Scheme	<ul style="list-style-type: none"> • Cashless and paperless health care services provided at empanelled health care providers for defined packages inclusive of OPD consultation, diagnostic and hospitalization including day care surgery and follow –up care in as per defined health & benefit package. • Reimbursement for other health care services including emergency services in non-empanelled (or empanelled) health care providers.
Extension of AB PM-JAY Benefits	<p>Cashless and paperless hospitalization expenses coverage including treatment for medical conditions and diseases as defined under AB PM-JAY scheme.</p> <ul style="list-style-type: none"> ➤ Pre- and post-hospitalisation cover; ➤ Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) On family floater basis

In order to provide benefits to the eligible beneficiaries, selected agencies shall have to perform the following tasks ("**Convergence Project**") including but not limited to:

- i. Setting up of National office as required and deployment of staff; (refer to Schedule 2 of the Contract)
- ii. Providing preauthorization of services proposed to be provided by HCOs on Transactions Management System (TMS Portal);
- iii. Processing of claims and reimbursement requests for health care services extended;
- iv. Sanctioning claims and final approval on the amount to be released to the HCOs
- v. Hospital and beneficiary grievance compliance wherever required
- vi. Claim audit and investigations
- vii. Anti-fraud activities

The ISA shall ensure that it shall always during the Tenure of the Contract, maintain a sufficient number of personnel having, at a minimum, the prescribed qualifications and experience to perform the above scope of work. For further details about the Convergence Project including risk cover, benefit packages and procedures covered, payment details, proposed roles and responsibilities of the ISA and NHA and all other relevant details, refer to ISA Contract and Schedules of the RFE Documents.

2. Purpose of the RFE & Brief Description of Bidding Process

- 2.1 The purpose of this RFE Document is to empanel maximum 10 (ten) competent and experienced implementation support agencies (ISAs) to support NHA in order to facilitate implementation of healthcare schemes converged at NHA's IT platform.
- 2.2 The RFE is intended to hire agencies to perform activities under the following four categories:-
 - a) Pre-authorization and Preauth audit by Preauth Processing Doctor (PPD)
 - b) Claim processing by Claim Executive (CEX)
 - c) Claim processing and Claim audit by Claim Processing Doctor (CPD)
 - d) Claim Sanctioning (approval of CPD approved cases by Account Officer for final payment)
- 2.3 **Beneficiaries:** The scheme convergence is intended to provide the defined benefits to all eligible beneficiaries and beneficiary families. Initially the beneficiary base is expected to be around 50 lakhs (fifty lakhs) and will increase as and when additional schemes are onboarded on NHA's IT platform and the same will be communicated in advance to the selected bidders
- 2.4 In addition to the number of eligible beneficiary family units or beneficiary groups, NHA may add more beneficiaries or beneficiary groups from time to time if required as part of additional converged schemes on NHA's IT platform.
- 2.5 NHA hereby invites applications from interested and eligible companies to participate in the Bidding Process as per the terms, conditions and guidelines detailed in RFE Documents.
- 2.6 Out of the empaneled agencies, NHA may onboard few of the agencies as per the requirement and claim volume in the order of the lowest composite rate quoted.

3. Scope of Work

- 3.1 The selected Bidders are required to perform the following activities:
 - a) Process the pre-authorization requests (PPD - pre-authorization doctor)

- b) Processing of claims submitted at Claim Executive (CEX) level and Claim processing doctor (CPD) level by the Health Care Providers as per the guidelines defined by NHA and other Ministries/Scheme Convergence Partners from time to time.
 - c) Scrutinizing claims from financial perspective and sanctioning the claims (Account Officers-ACOs)
 - 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.
 - 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.
 - f) Selected bidders will have to perform the activities under all the above-mentioned categories; however, one agency cannot perform more than one (1) activity for the same case. For example, out of selected agencies "A" agency performs the activity of Pre-authorization then subsequent activity of claim processing shall be performed by one of the rest 3 agencies (B,C &D) . Accordingly, agencies need to ensure for adequate resources to perform all the roles mentioned above. Agencies shall submit the rate for pre-auth approval and rates for the other activities will be derived based on the formula provided in the financial bid sheet.
 - g) Selected bidders will conduct the audit of the claims. The number of claims allocated to the selected bidders for audit will be proportionate to number of claims scrutinized (at PPD and CPD level) by that bidder. Claims scrutinized by the selected bidders at PPD and CPD level will not be allocated to the bidder for audit purposes.
 - h) NHA reserves the right to distribute the workload amongst the empaneled agencies as per its own discretion at any point of time during the currency of the contract and the same will be final and binding on all the parties.
 - i) Selected bidders will ensure the minimum HR requirement and qualification as per Schedule 2.
- 3.2 All the claim audits and processing at CPD shall be undertaken by qualified Medical Practitioners from various specialty with prior experience of claim adjudication, appointed by the selected ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Implementation Support Contract 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 to the eligible beneficiaries or in the empaneled hospitals.
- 3.3 Selected bidders will scrutinize the claims for subsequent approval or rejection post the submission of claims by HCO at PPD, CEX and CPD level.
- 3.4 The selected bidders will also validate the approved cases by CPD from financial perspective, at ACO level, and authorize all the claims forwarded by the CPD for final payment to the HCOs.
- 3.5 Selected bidders shall follow the guidelines for submission of claims, claims processing, handling of claim queries, and all other related details as per the Claims Adjudication guidelines, which may be updated from time to time, provided by NHA/other ministries/convergence partners.
- 3.6 Selected bidders are required to conduct desk audit of certain percentage of claims submitted by the hospitals at all the levels, as per Appendix III. The selected bidders may ask for additional

- document or information if required for audit purposes. This shall be done only through NHA's IT platform.
- 3.7 The selected bidders need to work as per the Service Level Agreement (SLA) on turnaround time as defined in **Appendix I**.
 - 3.8 The selected bidders will be responsible for the accuracy of the claims and any discrepancy regarding allowance / disallowance of claims will completely be with the responsibility of selected agencies only. If any misconduct / bad decisions / irregularities are observed, then action against any malafide action or any irregularities will be taken against part of ISA.
 - 3.9 Selected agencies need to augment human resources on their own to process the pre-auth/claims within the TAT.
 - 3.10 NHA would be indemnified by the ISA against any act of commission/ omission that occurs in bonafide discharge of responsibilities and shall not be held liable for any misconduct / bad decisions / irregularities of selected bidders. Necessary clauses would be included in the ISA Contract with Selected Bidder(s) for enabling check and balances against any mala fide action or irregularity on part of Selected Bidder(s).
 - 3.11 Selected bidders shall abide by the productivity KPI mentioned in Appendix III. Each empaneled agency should process required percentage of cases to ensure that they combinedly meet the TAT, however in case they fail , the liability would be calculated as per the Appendix III. However, NHA reserves the right to allocate the case load amongst the empaneled agencies at any given time during the currency of the contract and the same will be final and binding on all the parties.

4. Eligibility and pre-qualification technical criteria for bidders & Bid security

- 4.1 Bidders/Agencies already empaneled with NHA for the PPD, CEX, CPD & ACO role for claim processing of convergence scheme project are eligible to participate, however, if the discovered rate of the tender is higher/lower than their current engagement, invoices will be processed at the new rate from the effective date of the contract.
- 4.2 Bidders/Agencies that are registered under the Companies Act 1956/Companies Act 2013 and are associated with general insurance/health insurance industry as Third Party Administrators (TPA); and, have supported insurers in health insurance or related activities for a minimum of three (3) consecutive years and having a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA as on the date of bid submission for at least last three consecutive financial years and meet the criteria as defined below under pre-qualification criteria, shall be eligible to submit a bid in response to this RFE Document.
- 4.3 Pre-qualification criteria and document submission for evaluation:-

S.No.	Pre-qualification criteria	Document Required	
1.	The bidder should be registered as private or public limited insurance company	Certification of Incorporation of the Company under The Companies Act, 1956 and/or 2013, in India	PQ-8
2.	The bidder shall be registered with the Insurance Regulatory and Development Authority of India (IRDAI) as TPA for at least last three consecutive financial years (2021-22,2022-23 & 2023-24) and having a valid License from Insurance Regulatory and	True certified copies of the existing registration granted by the IRDAI for carrying TPA business in India along with the renewal certificates or standalone health insurance business in India and last three years' renewal certificates	PQ-9

S.No.	Pre-qualification criteria	Document Required	
	Development Authority of India (IRDAI) as TPA as on the date of bid submission		
3.	The bidder should have average annual turnover of INR 10 crores in last three financial years (FY 2021-22,2022-23 & 2023-24).	a) Audited balance sheet b) Profit & loss statement and c) Auditors' report	PQ-10
4.	The bidder should have experience of handling at least 50,000 (fifty thousand) health claims in last three financial years (FY 2021-22,2022-23 & 2023-24).	True certified copies of work orders/LoA/client certificate clearly stating the experience of handling at least 50,000 (fifty thousand) health claims	PQ-12
5.	The bidder should have experience in processing medical claims worth atleast INR 100 (One Hundred) Crores in last financial year (FY 2023-24) and atleast INR 300 (Three Hundred) Crores in last three financial years, cumulatively (i.e. 2021-22,2022-23 & 2023-24)	Certificate issued by a statutory auditor or Chartered Accountant (CA) on their official letterhead, bearing a valid Unique Document Identification Number (UDIN).	PQ-13
6.	The bidder(s) should have a positive net worth in any of the last 3 (three) Financial Years (2021-22,2022-23 & 2023-24)	certificate issued by a statutory auditor or Chartered Accountant (CA) on their official letterhead, bearing a valid Unique Document Identification Number (UDIN).	PQ-11
7.	The Bidder(s) shall inform NHA of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFE.	Undertaking to be submitted on a non-judicial stamp paper-INR 100	PQ-6

4.4 If any bidder fails to meet the minimum Pre-Qualification Criteria, their bid shall be summarily rejected.

4.5 Consortium/Joint Venture Not Allowed.

4.6 Bid Security Declaration

4.5.1 The bidders shall submit bid security declaration, along with their bid, as per the format specified in Format PQ2 of this RFE document.

4.5.2 The NHA shall be entitled to forfeit the Bid Security as Damages *inter alia* upon occurrence of any of the events specified below:

1. If a bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified in the RFE documents.
2. If a bidder withdraws its bid during the period of bid validity as specified in this RFE document and as extended by the bidder from time to time.
3. If the bidder has a Conflict of Interest.
4. In the case the Selected Bidder fails within the specified time limit:
 - (i) to sign and return the duplicate copy of NOA.
 - (ii) to fulfil any of the conditions set out in Clause 4.2; or
 - (iii) to sign the Contract.
5. In the case of the Selected Bidder, if having signed the Contract, commits any breach thereof prior to furnishing the Performance Security

- 4.5.3 The Bidder, by submitting its Bid pursuant to these RFE Documents, shall be deemed to have acknowledged and confirmed that the NHA will suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period. The original copy of the Bid Security shall either be hand delivered or be sent by registered post, speed post to the address below:

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I
Jeevan Bharti Building, Connaught Place,
New Delhi – 110001

5. Grounds for Rejecting the Bid

5.1 Fraud and Corruption

- 5.1.1. Each bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process.
- 5.1.2. Without prejudice to the rights of the NHA, if a bidder is found by the NHA 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 RFE or bid process under AB PM-JAY/ convergence scheme conducted by any /State / UT Government or any of the other ministries, departments, State/ UT owned enterprises or undertakings of the State/ UT Government or the NHA for a period of three (3) years from the date that such an event occurs. Upon disqualification for Fraud, corrupt and Undesirable practices, the NHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, in full.
- 5.1.3. Terms and Meanings:
- a. **corrupt practice** means:
 - (i) offering, giving, receiving or soliciting, directly 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/ UT Government or the NHA 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 (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the State/ UT Government or the NHA, 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 Processor 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 any time has been or is a legal, financial or technical advisor of the State/ UT Government or the NHA 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 persons or property to influence any person's participation or action in the Bidding Process.
- d. **undesirable practice** means:
 - (i) establishing contact with any person connected with or employed or engaged by the NHA 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 5.2** 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.

5.2 Conflict of Interest

- 5.2.1. A bidder shall not have any conflict of interest (a Conflict of Interest) that affects the bidding process. Upon disqualification for a Conflict of Interest, the NHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security in full.
- 5.2.2. A bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 5.2.3. 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/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
 - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 (twenty-six) 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.
 - e. A bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding Process under this RFE if they have a relationship with each other, directly or indirectly through a common company / entity, that puts them in a position to have access to information about or influence the Proposal of another bidder; or
 - f. a constituent of such bidder is also a constituent of another bidder in the Selection Process.
 - g. such bidder, or any Associate thereof has participated as a consultant to NHA in the preparation of any Bidding Documents, design or technical specifications of the Project.
- 5.2.4 If the selected bidder is found to be in Conflict of Interest during this tenure of the Contract, NHA shall terminate the contract with such agency.

5.3 Misrepresentation by the Bidder

- 5.3.1 The NHA 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 NHA, any additional information sought by the NHA for the purposes of evaluating the Bid.
- 5.3.2 The NHA 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 NHA, 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 RFE Document, be liable to be terminated, by a communication in writing by the NHA to the Bidder, without the NHA being liable in any manner whatsoever to the Bidder.

5.4 Other Grounds Declaring a Bid In-eligible

- 5.4.1 If the bidder has:
- a. been black-listed to bid for government sponsored health insurance/Assurance schemes by Government of India or any state government, and such black-listing subsists as on the last date of bid submission; or
 - b. failed to comply with the Insurance/TPA or other Applicable Laws and such non-compliance continues as on the last date of bid submission; or
 - c. has quoted prices which are abnormally low and are predatory in nature. If the bidder has quoted such prices NHA shall act as per Ministry of Finance's Office Memorandum Reference No. No. F. 12/17/2019-PPD dated 6th February 2020.
 - d. any contract for the implementation of a government-sponsored health insurance/Assurance scheme has been terminated for breach by such Bidder by at least four governments or government instrumentalities, in any of the three (3) years immediately prior to the last date of bid submission, then such Bidder shall not be eligible to submit a bid.
- 5.4.2. A Bid submitted by any such Bidder shall be rejected by the NHA at any stage that the NHA acquires any such knowledge or as a result of undertaking due diligence.

6. NHA's Right to Evaluate Eligibility

- 6.1 The NHA reserves the right to require a Bidder to submit documentary evidence, in the form and manner that the NHA deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
- a. after the last date of bid submission; or
 - b. prior to or after the issuance of the NOA or execution of the ISA Contract, if such a Bidder is selected as the Successful Bidder.
- 6.2 The NHA reserves the right to verify all statements, information and documents submitted by Bidders in response to the RFE Document. Any such verification or lack thereof by the NHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the NHA under this RFE Document.
- 6.3 If the NHA is of the opinion that the Bidder does not satisfy the Qualification Criteria, then the NHA 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.
- 6.4 The NHA's determination of a Bidder's eligibility shall be final and binding. The NHA 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.

7. Clarifications and Pre-Bid Meeting

- 7.1 If a Bidder requires any clarification on the RFE Document, the bidder may submit their bid queries in writing to NHA before the pre-bid queries submission due date and time as mentioned in the Data Sheet of this RFE.
- 7.2 NHA shall endeavour to respond to all the queries raised or clarifications sought by the Bidders within the period specified therein. However, NHA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing, in this Clause 5.1 shall be taken or read as compelling or requiring the NHA to respond to any question or to provide any clarification.
- 7.3 The responses to such queries shall be published on AB PM-JAY website <https://pmjay.gov.in/tenders/> and e-procurement portal <https://eprocure.gov.in/cppp/> within the time frame indicated in the Bid Data Sheet.
- 7.4 It shall be the duty of the Bidders to regularly check AB PM-JAY website and e-tender portal for the response to the queries or requests for clarifications. The NHA'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/ e-tender portal (as appropriate) specified in the Bid Data Sheet.
- 7.5 The NHA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the NHA shall be deemed to be part of the RFE Documents. Verbal clarifications and information given by SHA/NHA or its employees or representatives shall not in any way or manner be binding on the NHA. Interpretations and clarifications will be put up on AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>

8. Pre-Bid Meeting

- 8.1 The Pre-Bid Meeting shall be convened at the designated date, time and place in Bid Data Sheet. Only those persons who are authorised representatives of the prospective bidders shall be allowed to participate in the Pre-Bid meeting. A maximum of 1 (one) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. NHA will communicate the mode (physical or virtual) of pre-bid meeting with the bidders in advance.
- 8.2 During Pre-Bid Meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the NHA. The NHA shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
- 8.3 Any revision to the RFE Documents listed in this RFE that may become necessary as a result of the Pre-Bid Conference or the queries and clarifications received from the bidders will be made by the NHA exclusively through the issue of an Addendum/Corrigendum.
- 8.4 Any oral clarification or information provided by or on behalf of the NHA at the Pre-Bid Meeting will not have the effect of modifying the RFE Document in any manner, unless the NHA issues an Addendum/Corrigendum for the same or the NHA issues written interpretations and

clarifications. All such Addendum/Corrigendum will be published on AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>

9. Amendments to the RFE Documents

- 9.1 Until the date that is specified in the Bid Data Sheet, the NHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the RFE Document by issuing an Addendum/Corrigendum.
- 9.2 Any Addendum/Corrigendum issued will be uploaded on the AB PM-JAY website <https://pmjay.gov.in/tenders> and eprocurement portal <https://eprocure.gov.in/cppp/>.
- 9.3 The bidders are required to read the RFE document with any Addendum/Corrigendum that may be issued in accordance with this Clause 6.1.
- 9.4 Each Addendum/Corrigendum shall be definitive and binding on the Bidders.
- 9.5 Any oral statement made by the NHA or its advisors regarding the Bidding Process, the RFE Document or the Scheme or on any other matter related to the Scheme or Scheme Convergence shall not be considered as amending the RFE Document.

10. Issuance of Revised RFE Documents

- 10.1 The NHA shall put in its best efforts to issue the Addendum/Corrigendum or the revised RFE Documents reflecting all the amendments and changes agreed to by the NHA, on the date specified in the bid schedule. The Addendum/Corrigendum or the revised RFE Documents issued by the NHA shall be definitive and binding.
- 10.2 The NHA will assume that the information contained in or provisions of the revised RFE Documents have been taken into account by the bidder in its bid.
- 10.3 The NHA assumes no responsibility for the failure of a bidder to submit the bid in accordance with the terms of the revised RFE Documents or Addendum/Corrigendum issued or for any consequent losses suffered by the bidder.

11. Correspondence with Bidders

- 11.1 Unless stated otherwise mentioned in RFE Documents, the NHA will not entertain any other correspondence with the bidders.

12. Proprietary Data and Confidentiality

- 12.1 The bidding documents provided by the NHA are and shall remain or become the property of the NHA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 12.2 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process.
- 12.3 The NHA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NHA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the

statutory entity and/ or the NHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

- 12.4 The NHA 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 of this RFE.

13. Acknowledgement by Bidder

- 13.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the RFE Documents, all the information on the website specified in the Bid Information Sheet and all other information made available by the NHA, including the Addenda, clarifications and interpretations issued by the NHA;
- (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFE Documents or furnished by or on behalf of the NHA;
- (c) satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Project in accordance with the Contract and performance of all of its obligations thereunder;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NHA, or a ground for termination of the Contract; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

14. Language of the Bid

- 14.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the NHA shall be only in the English language.

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

15. Due Diligence by the Bidder

- 15.1 The bidder is expected to examine all instructions, forms, terms, specifications and other information in the RFE Documents at its own cost.

- 15.2 The NHA 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 RFE Document.

16. Validity of Bids

- 16.1 Each bid shall remain valid for a period of 180 (one hundred and eighty) 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.

- 16.2 In exceptional circumstances, the NHA 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.
- 16.3 An extension of the bid validity period will not entitle bidders to modify its bid.

17. Fee for Service

17.1 The Bidders are required to quote the Fee as a part of their Financial Bid:

- a. The Bidder shall quote fees for all the services namely preauthorization (PPD), claim executive (CEX), claim processing doctor (CPD) and account officer (ACO), separately. The cost of claim audit will be inclusive of the rates quoted for PPD and CPD by the bidders. Format for the same is provided below and in Financial Bid (FIN-1).

i) Preauth processing (PPD)

S.No.	Components	Cost of Components (in INR only)
1	Cost of processing at PPD level per IPD claim (X)	

ii) Claim processing – Claim Executive (CEX)

S.No.	Components	Cost of Components (in INR only)
1	Cost of processing at CEX level per IPD claim	

iii) Claim processing – Claim Processing Doctor (CPD)

S.No.	Components	Cost of Components (in INR only)
1	Cost of processing at CPD level per IPD claim	

iii) Claim Sanctioning - Account Officer (ACO)

S.No.	Components	Cost of Components (in INR only)
1	Cost of claim scrutinizing from financial perspective and sanctioning of claims for final payment, per IPD Claim	

- The cost of processing OPD claims will be 10% of rated quoted for IPD claims at each level.
- Each bidder has to quote rate for all the four levels.
- The L1 rate for each level will be separately discovered and finally L1 rate of each level is required to match by the technically qualified bidders to finalize the lowest cost of the each level of bid.
- All bidders will be offered to match the lowest price across all levels individually i.e. bidder should agree to offer services at the lowest quote under each category. Further, only such bidders will be empaneled who shall agree to work at the lowest cost across all the levels. Bidders will not have option to select the levels on which they want to empanel.

The overall L1 cost will be calculated as per the formula provided below:

Overall cost for processing one IPD claim (L1 - IP) = Lowest rate quoted by any bidder for processing IPD case at PPD level (Lppd) + lowest rate quoted by any bidder for processing IPD at CEX level (Lcex) + lowest rate quoted by any bidder for processing IPD cases at CPD level (Lcpd) + lowest rate quoted by any bidder for processing IPD cases at ACO level (Laco)

Similarly, **overall cost for processing one OP case (L1 - OP)**: Lowest rate quoted by any bidder for processing OP case at PPD level (Lppd) + lowest rate quoted any by bidder for processing OP at CEX (Lcex) + lowest rate quoted by any bidder for processing OP cases at CPD level (Lcpd) + lowest rate quoted by any bidder for processing OP cases at ACO level (Laco)

- a. The selected bidders will be paid as per the discovered L1 rates based on the raised invoice.
- b. The quoted rate for PPD and CPD will also include the cost of audit (as per appendix I C – Audit related KPIs)
- c. Fee quoted rate shall be inclusive of all costs including expenses, overheads, service charges and profits, **all taxes excluding GST**, in the format specified at **Appendix II**; and
- d. 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.
- e. The volume of work under different categories may not remain same.

18. Formats for Bid Submission

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	Applicant Details	PQ-3 (Format-3)
4	Power of Attorney for Signing of Bids	PQ-4 (Format-4)
5	Bidder's Undertaking regarding unconditional acceptance	PQ-5 (Format-5)
6	Blacklisting and Pending Suit Declaration	PQ-6 (Format-6)
7	Power of Attorney for Signing of Bids	PQ-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	PQ-13

	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	
14	Checklist for submission of Qualification Bid	PQ-14 (Format-8)

19. Pre-Qualification Bid Submission

- 19.1 Bidders shall only submit the Qualification Bid in the format as specified in this
- 19.2 Bidders shall not include any other documents as part of the Qualification Bid except the above specified documents.

20. Financial Bid Submission

- 20.1 Bidders shall only submit the Financial Bid in the format set out at Form Fin and not include any other documents as part of the Financial Bid.
- 20.2 Each Bidder is required to quote their fees in Format Fin 1:
- For providing the (i) Risk Cover, as set out in Form Fin-1.
 - Fees quoted shall be cost for all the activities separately as mentioned in the RFE document including the HR required to carry out the activities and shall be inclusive of expenses, overheads, service charges and profits, inclusive applicable taxes, other than GST, payable in respect of such fees;
 - all amounts quoted shall be only in Indian Rupees and up to two decimal places.

21. Signing of the Bid

- 21.1 Each bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the bidder, who shall also initial each page. The pages of the Bid shall be numbered serially.
- 21.2 All the alterations, omissions, additions or any other amendments made to the bid shall be initiated by the authorized signatory of the bidder.

22. Electronic Submission of the Bid

- 22.1 Each Bidder shall submit their Bids on the e-tender portal <https://eprocure.gov.in/cppp/>. No other mode of submission is permitted as per the guidelines specified in this RFE Document and the instructions available on the said e-tender portal. Detailed guidelines for viewing bids and submission of online bids are given on the website. The authorized signatories of the prospective Bidders are required to register on the portal. The authorized signatories of the Bidders must have an ID and Digital Signature Certificate (DSC) from designated firms listed on the e-procurement portal and register with the website using the allotted ID and DSC.
- 22.2 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.
- 22.3 The NHA shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids. Please submit your bid in advance on the portal to avoid any last minute rush.

23. Bid Submission Due Date

- 23.1 The Bid shall be submitted on or before Bid Due Date specified in Bid Information Sheet/ Corrigendum (if any).
- 23.2 If there are delays by the State/ UT Government in deactivating the bid submission provision on the e-tender portal, and a bidder is able to upload the documents, the same shall be summarily

rejected if the upload time in the software and the system is later than the submission time and date specified in Bid data sheet above.

- 23.3 The NHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum/Corrigendum. In such a case, all rights and obligations of the NHA and the Bidders will thereafter be subject to the Bid Due Date as extended.

24. Substitution, Modification or Withdrawal of Bids

- 24.1 Bidder may, in accordance with the terms of this RFE, substitute, modify or withdraw its Bid after submission at any time prior to Bid Due Date.
- 24.2 The Bidders can view the status of their Bids on the <https://eprocure.gov.in/cppp/> section of the e-procurement portal and decrypt their Bids (i.e. in case the Bid has been encrypted using passkeys) for substitution or modification at any time before the Bid Due Date.
- 24.3 For substitution or modification of the Bids, the Bidders may access the link <https://eprocure.gov.in/cppp/> on the e-procurement portal and make any substitution or modifications to their Bids at any time prior to the Bid Due Date. For this purpose, substitution or modifications by other means will not be accepted. On the e-procurement portal substitution or modifications of Bids is allowed any number of times prior to the Bid Due Date.
- 24.4 For withdrawal of the Bids, the Bidders may access the <https://eprocure.gov.in/cppp/> on the e-portal and withdraw their Bids at any time prior to the Bid Due Date. Provided that in the event the Bids cannot be withdrawn through the e-portal, the Bidder may withdraw its Bid by issuing a written notice of withdrawal to the NHA, provided that written notice of the withdrawal is received by the NHA prior to Bid Due Date. Such written notice should be duly signed by the authorised signatory of the Bidder and should be properly sealed and shall include a copy of the authorization. The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date.
- 24.5 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked “**WITHDRAWAL**” and either be hand delivered or be sent by registered post, speed post or courier to the address below:

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I
Jeevan Bharti Building,
Connaught Place,
New Delhi – 110001

- 24.6 If the NHA receives a withdrawal notice before the specified time on the Bid Due Date, then the NHA shall not open its Qualification Bid and in the event the hard copies have been received, the same shall be returned to such Bidder unopened.

25. Opening of Bids

- 25.1 The NHA shall open the Qualifying Bids received on or before time specified in Bid Data Sheet as Bid Due Date at the date and time indicated in the Bid Data Sheet as per the time that is displayed from the server clock at the top of the e-tender Portal on the following address:

National Health Authority
9thFloor, Jeevan Bharti Building,

Connaught Place,
New Delhi – 110001

- 25.2 The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.
- 25.3 Only one (1) authorized representative (s) of the bidder (s) can attend the bid opening on producing authority letter from the Bidder.
- 25.4 The names of all Bidders who have submitted Bids will be read out, and other such details as the NHA, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 25.5 Qualifying Bids will be opened at the time mentioned in the Bid Data Sheet. The NHA will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 25.6 Once all the Qualifying Bids have been opened online through e-Tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders 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 26 (Stage 1-Evaluation of the Qualification Bid)**.
- 25.7 The Qualified Bidders may be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 25.8 The Financial Bids of only those Bidders who have passed the pre-qualification criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids.
- 25.9 The Bidders may remain present in the Office of the NHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal after the completion of opening process.
- 25.10 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the NHA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the or selection will be given by NHA.
- 25.11 Any information contained in a Bid will not in any manner be construed as binding on the NHA, 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.

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

Stage 1: Evaluation of the Qualification Bid

1. The Qualification Bids will first be evaluated for responsiveness to the RFE 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. Bid contains no material alterations, conditions, deviations or omissions.
 - c. All documents required as specified in the RFE Documents and submitted by the Bidder are appropriate and valid.
 - d. All undertakings required under this RFE Document are in the prescribed format and unconditional.
 - e. Based on the review of documents NHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum qualification criteria.
 - f. The bid is unconditional in all respects.
2. Pre-Qualification bids not meeting any of the criteria shall be liable to be rejected.
 3. In order to determine whether the bidder is eligible and meets the qualification criteria, the NHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the NHA receives from the Bidder upon request by the NHA.
 4. After completion of the evaluation of the Qualification bids, the NHA will notify the eligible bidders of the date, time and place of opening of the Financial Bids. Such notification may be issued upon the completion of the evaluation of the Qualification Bids, in which case the Financial Bids may be opened either on the same day or the next working day. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened.
 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.

Stage 2: Evaluation of Financial Bids

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

Stage 3: Clarifications during Bid Evaluation

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

Stage 4: Selection of the Successful Bidders

1. Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

- a. The NHA shall notify an Eligible Bidder whose Financial Bid is found to be complete in all respect, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (s) (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
 - b. The NHA shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.
2. The objectives of the NHA are to select Bidder that:
- a. is an eligible bidder.
 - b. agrees to work at the discovered lowest (L1) rate for each level for both OP and IPD claims. Wherein, the L1 for IPD and OPD is calculated the lowest quoted rates for each of the activity (includes PPD, CEX, CPD and ACO)
 - 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. The selected bidders will be asked to match the lowest quote for each activity (PPD, CEX & CPD and ACO).
 - ii) Letter of empanelment will be issued to all agencies and work order will be issued to empaneled agencies based on NHA's requirement. NHA reserves the right to issue work order to more or less number of agencies based on the requirement. Any such decision will be completely as per NHA's discretion and cannot be questioned.
3. In line with OM (F. 12/17/2019-PPD) issued by procurement Policy Division, Department of Expenditure, Government of India, regarding Predatory Pricing/Abnormally Low Bids; NHA reserves right to seek clarification from the Bidder, including detailed price analysis of its Bid price, in relation to scope of work, schedule, allocation of risks and responsibilities and any other requirement mentioned in the RFE Document. If after evaluating the price analysis, NHA determines that the bidder has substantially failed to demonstrate the capacity to deliver the contract at the offered rate, NHA may reject the Bid.

27. Notification of Award

1. Upon selecting the Successful Bidders, the NHA shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder (s):
 - declaring it as the Successful Bidder (s);
 - accepting its Financial Bid (as corrected by the NHA if required);
 - requesting it to fulfil the conditions specified in **Clause 4** ; and
 - requesting it to execute the ISA Contract and to fulfil the conditions precedent to execution in accordance with **Clause 4**.
2. The Bidder declared as the Successful Bidder shall:
 - a. Within 7 (seven) days of receiving the NOA, sign and return one original copy of the NOA to the NHA as acceptance thereof and in acceptance of the terms of the revised draft ISA Contract issued by the NHA and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
 - b. Successful Bidder shall give the undertaking that it shall not subcontract any key task to any subcontractor
 - c. Submission of PBG.

Note : The selected bidder shall furnish, within 15 (Fifteen) days of issuance of NOA by the

NHA, an unconditional, irrevocable and continuing Bank Guarantee, from a scheduled bank in India, equivalent to Rs. 30,00,000/- (Thirty Lakhs) , which must remain valid till 3 months after expiry of the Term of the Agreement including extension period. The Format for PBG is provided in Schedule-5. Preference will be given to the E-PBG in place of physical PBG. PBG/DD/RTGS or NEFT shall also be accepted. For E-PBG, Entity ID of NHA is NHA's PAN no. i.e. AAAGN0739C, which may be quoted for getting e-PBG. For any further details, the bidder/contractors may visit the website of National E Governance Services limited at <https://nesl.co.in/e-bg/>"

Any recalculations or adjustments for the PBG based on revised service periods or usage will adhere to the terms and conditions outlined in the Agreement. If, during the Empanelment term, the total service value exceeds the initial value on which the PBG was based (e.g., due to increased usage or extended service), the service provider must submit an additional PBG. This additional PBG will cover 5% of the exceeded amount, ensuring that the total PBG reflects 5% of the total invoiced value. The additional PBG must be submitted within 15 (fifteen) days of issuance of notification by NHA.

This will ensure that the PBG amount always reflects 5% of the total invoiced value throughout the empanelment term.

In the event of the selected bidder being unable to service the Agreement for the reasons attributable to itself and/or its sub-contractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee.

3. If the Successful Bidder that is issued the NOA does not comply with either or all of the conditions set out in **Clause 4**, the NHA may elect to grant such Bidder an extension of time for the completion of such condition or to disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future **NHA's Tenders in across India for a period of three consecutive years from such date**.
4. If the NHA elects to disqualify such Bidder, then the NHA may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 26 (Stage 4)**. The NHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

28. Execution of the Contract

The NHA and the Selected Bidder (s) shall sign the ISA Contract within the time stipulated by NHA post the acceptance of the NOA by the Selected Bidder (s). The ISA Contract shall be executed in the form of the final drafts provided by the NHA.

1. The Selected Bidder shall execute the ISA Contract in the revised draft form published by the NHA or in the further revised draft form issued by the NHA, with minimal changes or amendments being made to reflect facts or to correct minor errors. The NHA shall, before the date specified in the Bid Schedule for the execution of the ISA Contract, provide the Selected Bidder with the final execution draft of the ISA Contract.
2. The NHA 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 NHA.
3. If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the ISA Contract, the NHA may elect to disqualify the Selected Bidder

and revoke the NOA issued to the Selected Bidder and forfeit Bid Security.

4. Subject to the Selected Bidder complying with **Clause 4**, the NHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the NHA. The ISA Contract shall be executed in the form of the final execution draft provided by the NHA
5. If the NHA is ready and willing to execute the ISA Contract, but the Selected Bidder (s) does not agree to execute the ISA Contract within the time period specified in **Bid Data Sheet** or to fulfil the conditions precedent to the execution of the ISA Contract, the NHA may elect to grant the Selected Bidder (s) an extension of time for the execution of the ISA Contract or to disqualify the Selected Bidder and revoke the NOA.

29. Rights of the National Health Authority

The NHA 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. consult with any Bidder in order to receive clarification or further information in relation to its Bid;
- e. 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 (s);
- f. hire/engage/empanel additional agencies/organization for the scope of work mentioned at any point
- g. terminate the contract of any Selected Bidder (s);
- h. close the operation of a scheme or add additional scheme at any point
- i. change roles of the selected bidders
- j. cap or restrict the maximum number of claims that can be handled by any of the selected bidders
- k. right to allocate the case load amongst the selected bidders as per its own discretion at any given time during the currency of the contract

30. Governing Laws and Dispute Resolution

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

ANNEXURES: FORMATS

Format-1: PQ-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

Assistant Director (Administration)

National Health Authority (NHA), 3rd Floor,

Tower-I, Jeevan Bharati Building, Connaught Place, New Delhi-110001

Dear Madam/Sir,

Sub: Qualification Bid for 'Selection of Implementation Support Agencies (ISAs) for implementation support of Convergence schemes on National Health Authorities' IT Platform

With reference to your RFE 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 Scheme Convergence. Our details have been set out as per clauses of Volume I & II of RFE.

We hereby submit our Qualification Bid, which is unconditional and qualified. We have examined the RFE Documents issued by the National Health Authority.

1. We acknowledge that the National Health Authority, Government of India or any other person nominated by the Government of India (the **National Health Authority**) 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 National Health Authority any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.

3. We acknowledge the right of the National Health Authority to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by Applicable Laws, our right to challenge the same on any account whatsoever.

4. We undertake that:
 - a. We satisfy the Qualification Criteria and meet all the requirements as specified in the RFE Documents.
 - b. We agree and release the National Health Authority 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 RFE Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5. We represent and warrant that:
 - a. We have examined the RFE Documents and have no reservations to the same, including all Addenda issued by the National Health Authority.
 - b. We 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.*[Note to Bidders: Please choose the correct option.]*
 - 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 RFE Documents and all other documents and information that are provided by the National Health Authority to us are and shall remain the property of the National Health Authority and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the RFE Documents. We undertake that we shall treat all information received from or on behalf of the National Health Authority as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The National Health Authority is not obliged to return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the RFE Documents.
 - g. We have made a complete and careful examination of the RFE Documents and all other information made available by or on behalf of the National Health Authority.

- 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 RFE
 - j. Documents or by or on behalf of the National Health Authority 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 National Health Authority or a ground for termination of the ISA Contract.
 - k. Our Bid shall be valid for a period of 180 (one hundred and eighty) 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 RFE Documents, we shall inform the National Health Authority of the same immediately.
7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 8 of Volume I of RFE document.
8. We undertake that if we are selected as the Successful Bidder we shall:
- l. Sign and return an original copy of the Notice of Award (NOA) to the National Health Authority (NHA) within seven days of receipt of the NOA, as confirmation of our acceptance of the NOA.
 - m. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the National Health Authority.

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 NHA:
- a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the National Health Authority 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 scheme convergence in the State/UT of India.

12. We agree and undertake to abide by all the terms and conditions of the RFE Documents, including all Addenda, Annexures and Appendices.

13. This Bidding Process, the RFE Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India.

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

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

_____ (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-2: PQ-2: Bid Security Declaration

**Bid Security Declaration Form
(To be executed on ₹ 100 stamp paper)**

<No.....><Location, Date>

To,

Assistant Director (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Dear Sir/s,

I/we, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
 - a) I/We have withdrawn or modified or amended, impairs or derogates our proposal/bid from the RFE during the period of bid validity (i.e. 180 days from the last date of bid submission) specified in the RFE or for its extended period (if any); or
 - b) If I/we are found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and that I/we-
 - i. fail or reuse to execute the contract and/or
 - ii. fail or refuse to furnish the Performance Security or fails or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
 - i. the receipt of your notification of the name of the successful Bidder; or
 - ii. thirty days after the expiration of the validity of my/our Bid.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

WITNESS (two)-

.....

(Signature)

.....

(Name)

.....

.....

(Signature)

.....

(Name)

.....

Format-3: PQ-3: Pre-contract integrity pact

The pre-contract integrity pact shall **be signed by the Bidder** and should be submitted as part of prequalification bid.

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Chief Executive Officer, National Health Authority, Government of India (hereinafter called the “The Principal”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the **First Part;**

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part.**

Preamble

The Principal intends to award, under laid down organizational procedures, contract for implementation support for convergence schemes under National Health Authority. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the Principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles)
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason.
 - c) The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- d) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation of any kind whatsoever during the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. The Monitor shall report to the CEO, NHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, NHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, NHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, NHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, NHA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its Annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place

Date

Format-4: PQ-4: 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 National Health Authority for the purposes of this RFE:
 - 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 , 2024

____ (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-5: PQ-5: 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 true and lawful attorney (hereinafter referred to as the "**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 RFE Document No. dated (*insert RFE Document No. and date of issue*) issued by Government of, acting through the National Health Authority, for Selection of Implementation Support Agencies (ISAs) for implementation support of Convergence schemes on National Health Authorities' IT Platform, representing us in all matters before Government of/ NHA including signing and submission of all documents and providing information/responses to National Health Authority in all matters in connection with or relating to or arising out of our Bid.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us. This Power of Attorney shall be effective, binding, and operative till, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2024

Dated this the _____ Day of _____ 2024
For _____
(Name, Designation and Address)

Accepted

(Name, Title and Address of the Attorney)

Date: _____

Format-6: PQ-6: Bidder's Undertaking

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date, month], 2024

To

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the converged schemes for RFE
'Selection of Implementation Support Agencies (ISAs) for implementation support of
Convergence schemes on National Health Authorities' IT Platform

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 RFE Documents for award of ISA Contract for Selection of Implementation Support Agencies (ISAs) for implementation support of Convergence schemes on National Health Authorities' IT Platform

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder,

1. We shall provide requisite personnel with minimum qualification and experience as prescribed in the RFE document. This personnel will not be used for any other purpose directly or indirectly, and if found otherwise engaged, would attract criminal liability apart from breach of contract provision.
2. We shall adhere to and unconditionally comply with the terms of the converged schemes as set out in the RFE Documents and the ISA Contract.

Dated this ____ day of __, 2024

(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-7: PQ-7: Blacklisting And Pending Suit Declaration

(on Non-Judicial paper of Rs. 200/-duly notarized by Notary Public / First Class Magistrate)

AFFIDAVIT

(To be submitted with the qualification bid)

I / We..... (Full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of (insert name of entity) the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFE document and agreed to by me/us, give following undertaking.

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ black listed by either NHA /Central Govt. / State Govt. / Public Sector Undertaking/ any other local body till completion of the Selection Process under this RFE document nor convicted under the provision of Indian Penal Code,1860 or Prevention of Corruption (Amendment) Act, 2018, nor any criminal case is pending against me/us in any court of law.
2. It is further declared that the firm..... shall inform NHA of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority, which may hamper the execution of works under this RFE.
3. The firm..... do hereby agree that if in future, it comes to the notice of NHA if it is brought to the notice of NHA that any disciplinary/ penal action due to violation of terms and conditions of the RFE document/Agreement which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in NHA or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, NHA will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Authorized Signatory

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

Format-8: (FIN-1): Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date],2024

To

Dear Madam / Sir,

Subject: Financial Bid for Selection of Implementation Support Agencies (ISAs) for implementation support of Convergence schemes on National Health Authorities' IT Platform

With reference to your RFE Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the ISA Contract(s) for the Implementation Support Agencies (ISAs) for implementation support of Convergence schemes on National Health Authorities' IT Platform

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 RFE Documents, including all the corrigendum and addendum.
2. We acknowledge that the National Health Authority 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 Scheme Convergence with AB PM-JAY. 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 National Health Authority any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the National Health Authority to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that the National Health Authority 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 RFE 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 RFE Documents, we shall advise the National Health Authority of the same immediately.
8. We are quoting following amount as the fees:

i) Preauth processing (PPD)

S.No.	Components	Cost of Components (in INR only) Inclusive of all taxes, excluding of GST
1	Cost of processing per IPD claim (X) at PPD	

ii) Claim processing – Claim Executive (CEX)

S.No.	Components	Cost of Components (in INR only) Inclusive of all taxes, excluding of GST
1	Cost of processing per IPD claim (X) at CEX	

iii) Claim processing – Claim Processing Doctor (CPD)

S.No.	Components	Cost of Components (in INR only) Inclusive of all taxes, excluding of GST
1	Cost of processing per IPD claim (X) at CPD	

iv) Claim Sanctioning - Account Officer (ACO)

S.No.	Components	Cost of Components (in INR only) Inclusive of all taxes, excluding of GST
1	Cost of claim scrutinizing from financial perspective and sanctioning of claims for final payment per IPD Claim (X) at ACO	

[Note to Bidders: The Bidders are required to quote the fee up to two decimal points inclusive of every cost related scheme implementation. A 10% of the Per IPD rate will be fixed per OPD case.]

Overall Cost for processing one claim end to end:

- 1) **For IPD** - Cost of processing preauth request at PPD level + Cost of Processing claims at CEX level + Cost of processing claim at CPD level + Cost of claim sanctioning at ACO level : INR **only**
- 2) **For OPD** - Cost of processing preauth request at PPD level (10% of cost of processing preauth request IPD claim) + Cost of processing claims at CEX level (10% of the cost of processing IPD claim) + Cost of claim processing claims at CPD level (10% of cost of

processing IPD claim) + Cost of claim sanctioning at ACO level (10% of the cost of claim sanctioning of IPD claims): **INR only**

Quoted fees for each component will be inclusive of all taxes, excluding GST

9. We acknowledge, confirm and undertake that:

a. The terms and conditions of the RFE Documents and the Fee being quoted by us for the implementation of the Scheme and Scheme Convergence 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 National Health Authority 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 RFE Documents, including all Addenda, Annexures and Appendices.

12. We have studied the RFE Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the National Health Authority 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 National Health Authority 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 RFE Documents. In no case, shall we have any claim or right against the National Health Authority 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 *Delhi* 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 RFE Documents.

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

Dated this ____ day of , 2024

_____ (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]

Appendix I: Key Performance Indicators-SLA

SN	Summary of Key Performance Indicators
A.	Initial Setting up - KPIs
B.	Performance – KPIs
C.	Audit Related – KPIs
D.	Payment – KPIs

A. Initial Setting up KPIs				
SN	KPIs	Timeline	Measure and Explanation	Penalty
1.	ISA is mandated to 1. Establish the Project office (PO) and also have a registered office in Delhi NCR 2. Appoint Project Lead	Up to 15 days after signing of ISA Contract.	Within 15 days of signing of the contract, ISA shall establish PO with required staff and submit the sworn undertaking of the same to CEO-NHA <ul style="list-style-type: none"> • Establishment of the Project Office • Appointment of Project Lead • 	Rs. 25,000 per week of delay beyond and part thereof in setting-up* PO as required.
<p>** If any other large-scale schemes commence in future under convergence scheme, ISA will be notified to deploy a separate team for the same.</p> <p>** All the logistic requirements such as laptops, mobile, high speed internet connection and any other requirements for scheme implementation shall be the responsibility of ISA</p> <p><i>Note: All the TAT mentioned excludes Sunday and public holidays</i></p>				

B. Performance KPIs																																
SN	KPIs	Timeline	Baseline KPI Measure	Penalty																												
1.	Turn around time (TAT)	<p>A. Penalty for not meeting the Target: For any shortfall from the calculated target of the month, a penalty will be levied</p> <p>Penalty for not meeting the TAT: Differential percentage of the payment to ISA will be made as per details given below: Within TAT= 100% Within TAT+1 days=75% Within TAT+2 days = 50% Beyond TAT+2 days =25%</p>	95% Compliance	<p>A. Penalty calculation detailed below:</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>CEX</td> <td>50 times of discovered rate</td> </tr> <tr> <td>CPD</td> <td>As per calculation done using discovered rate</td> </tr> <tr> <td>ACO</td> <td>50 times of discovered rate</td> </tr> </tbody> </table> <p>B. Penalty calculation at CEX level detailed below:-</p> <table border="1"> <thead> <tr> <th>TAT*</th> <th><=1 day</th> <th>2nd Day</th> <th>3rd day</th> <th>>3rd day</th> </tr> </thead> <tbody> <tr> <td>Amount to be paid (% of differential rate)</td> <td>100%</td> <td>75%</td> <td>50%</td> <td>25%</td> </tr> </tbody> </table> <p>Penalty calculation at CPD level detailed below:-</p> <table border="1"> <thead> <tr> <th>TAT*</th> <th><=4 day</th> <th>5th Day</th> <th>6th day</th> <th>>6th day</th> </tr> </thead> <tbody> <tr> <td>Amount to be paid (% of differential rate)</td> <td>100%</td> <td>75%</td> <td>50%</td> <td>25%</td> </tr> </tbody> </table> <p>Penalty calculation at ACO level detailed</p>	Level	Penalty	CEX	50 times of discovered rate	CPD	As per calculation done using discovered rate	ACO	50 times of discovered rate	TAT*	<=1 day	2 nd Day	3 rd day	>3rd day	Amount to be paid (% of differential rate)	100%	75%	50%	25%	TAT*	<=4 day	5 th Day	6 th day	>6th day	Amount to be paid (% of differential rate)	100%	75%	50%	25%
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SN	KPIs	Timeline	Baseline KPI Measure	Penalty										
				below:- <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>TAT*</th> <th><=2 day</th> <th>3rd Day</th> <th>4th day</th> <th>>4th day</th> </tr> </thead> <tbody> <tr> <td>Amount to be paid (% of differential rate)</td> <td>100%</td> <td>75%</td> <td>50%</td> <td>25%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • 	TAT*	<=2 day	3rd Day	4th day	>4th day	Amount to be paid (% of differential rate)	100%	75%	50%	25%
TAT*	<=2 day	3rd Day	4th day	>4th day										
Amount to be paid (% of differential rate)	100%	75%	50%	25%										
2.	Quality of pre-auth and claim processing		100% compliance	In case of wrongful approval at any level (PPD, CEX, CPD or ACO), penalty of three times over & above the preauthorization/claim amount will be recovered from ISA.										
B1	<p>Proposed formula is in the context of new 'Fee for service' clause.</p> <p>Penalty for not meeting the target Calculating the cumulative penalty for a given period (e.g. month) and then dividing among ISAs basis the deviation from the minimum compliance is complex, time consuming and effort intensive. Also, CPD are not being paid basis the 'claim amount' but this has been the factored in penalty calculation.</p> <p>To make penalty calculations simpler and comprehensible, proposal is to calculate penalty at ISA level based on the calculated target for the given period. Following are the suggestive clauses.</p> <ol style="list-style-type: none"> 1. Penalty for each ISA will be calculated monthly based on the shortfall from the target which will be the equal distribution of submitted pre-auth / claims in the month, after factoring in claim pendency ratio. 2. The penalties will be calculated for each ISA and at each level (PPD, CEX & CPD and ACO), separately every month. 													

B. Performance KPIs				
SN	KPIs	Timeline	Baseline KPI Measure	Penalty
At CPD level, monthly calculation is shown in following example.				
A	No. of claims at CPD level for the month:		2,10,000	
B	No. of agencies processing cases:		7	
C	Claim pending ratio (factor taken from the previous RFP)		0.05	
D	Monthly target for all agencies at CPD level after factoring claim pending ratio [(A-(A*C))]:		199500	
E	Monthly target per agency after rounding down [D/B]		28500	
F	Discovered cost of claim processing (INR)		500*	
		Calculated monthly target	Deficiency from target (E-G)	Agency wise penalty at CPD level (H*F)
		G	H	I
	Actual count of cases processed by agency 1	24,000	4,500	22,50,000
	Actual count of cases processed by agency 2	26,000	2,500	12,50,000
	Actual count of cases processed by agency 3	20,000	8,500	42,50,000
<p>* To be discovered through this RFP</p> <ul style="list-style-type: none"> • 3 hours: As per the threshold set in TMS • Service Provider Default (SPD) is special termination clause in the agreement and triggering of which is a failure to meet baseline KPIs and will be considered as Default by ISA. Default herein shall occur if SPD trigger occurs 5 (five) times during any one year of the agreement. In this event, agreement with ISA is liable for termination and IRDAI shall be informed to take stringent actions against ISA under relevant rules. However, SPD triggers shall only be applicable after overall shortfall from 2nd month of signing of contract or from date of operation, whichever is earlier. • Penalty amount for Performance KPIs shall be calculated each month and ISA shall pay all penalties imposed by the NHA within 7 working days of receipt Penalty Notice from NHA. • In the event of failure of maintaining performance metrics specified in Appendix I, Key Performance Indicators-SLA, penalties as defined in the metrics would be levied on amount of the invoice, subject to a maximum of 25% of the payment for that invoice period. NHA may recover such amount of penalty from the associated payment being released to ISA and if required, the additional amount may be recovered from the Performance Bank Guarantee. 				

B. Performance KPIs				
SN	KPIs	Timeline	Baseline KPI Measure	Penalty
	<ul style="list-style-type: none"> in case of claims processing and claim sanctioning, TAT will be determined as days during which claim is with ISA (Excluding the days claim is pending at HCPs end) <p>Example: 1: Claim Processing The day HCP raises claim will be treated as Day 1 If ISA raises query on Day 4, and HCP complies with query on Day 10, ISA takes action (accepting or rejection of claim) on Day 12 in this case $(4-1=3)$ days + $(12-10=2)$ days, hence TAT determined is $3+2=5$ days</p> <p>Example 2: Claim Sanctioning The day CPD processes the claim (approve the claim) will be treated as Day 1 ISA handling ACO account raises query on Day 4, and HCP complies with query on Day 10, ISA raises another query on Day 11 HCP complies with second query on Day 14 ISA (ACO) accepts approves the claim on Day 16 Payment on Day 17 in this case $(4-1=3)$ days + $(11-10=1)$ days+ $(17-14=3)$ days, hence TAT determined is $3+1+3=7$ days</p> <p>Note: Sunday and public holidays will not be considered as working days and therefore, TAT will be accordingly adjusted</p>			
4.				

Quality Assurance Metrics

Serial No.	KPIs	Compliance/Timeline	KPI Measure	Penalty Clause
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1.	Claim processing Accuracy Rate	Wrongful Claim Processing: NHA will review cases approved by CPD but rejected by SA to determine the count of wrongly processed claims. The reasons for rejection in each such case will be assessed to identify instances of wrongful processing.	No of claims wrongfully processed	Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above								
2.	Queried Cases	Claim processing doctor to raise comprehensive query in 2 chances while processing claim. NHA may do the query analysis to check the correctness / valid reason of raising 2 nd query on a claim.	No. of extra unnecessary queries raised during processing.	penalty calculation at CPD level given below (Q= Queries) <table border="1" data-bbox="976 853 1489 1093"> <thead> <tr> <th>TAT*</th> <th>3 Q</th> <th>4 Q</th> <th>> 5 Q</th> </tr> </thead> <tbody> <tr> <td>Penalty Amount (% of the discovered rate)</td> <td>25%</td> <td>50%</td> <td>75%</td> </tr> </tbody> </table>	TAT*	3 Q	4 Q	> 5 Q	Penalty Amount (% of the discovered rate)	25%	50%	75%
TAT*	3 Q	4 Q	> 5 Q									
Penalty Amount (% of the discovered rate)	25%	50%	75%									

User Action Metrics:

Following user action must be ensured by the empaneled ISA in the given invoice period:

Serial No.	KPIs	Description/Timeline	Baseline KPI Measure	Penalty Clause
1	Daily Action Count	<p>Each user, such as PPD, CEX, CPD, and ACO, is required to perform one of the actions authorized for the specific role (e.g., Approve, query to HCO, Reject) for each presented claim.</p> <p>Every empanelled ISA is required to ensure an average of 22,000 actions* per day, encompassing actions taken at CPD level across all convergence schemes.</p> <p>Each ISA should ensure that these actions are taken in appropriate proportion of the case load in all major convergence schemes (CAPF, CGHS). Further, ISAs are to ensure that on a given day, pendency should not cross cumulative count of claims submitted in preceding 4 days.</p>	100% Compliance	<p>Following penalty will be levied–</p> <ol style="list-style-type: none"> 5% of the invoice value if compliance is $\geq 95\%$ and $<100\%$ 10% of the invoice value if compliance is $\geq 90\%$ and $<95\%$ 15% of the invoice value if compliance is $<90\%$

* Following method will be used to count Average action taken by an ISA:

- For example invoicing period is taken from April to June.
- Daily actions will be tallied for each day within the invoice period (e.g., April to June, totaling 91 days).
- The Average Action will be computed for the entire 91-day invoicing period by dividing the sum of actions taken each day by 91.

C. Audit Related KPIs				
SN	KPIs	Sample	Baseline KPI Measure	Penalty
1.	Preauthorization Audits		100% compliance	<ol style="list-style-type: none"> INR 50,000 per missing audit report per quarter For undertaking the audit incorrectly: Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above. <p>If ISA fails to submit audit report in reporting quarter, then it will</p>

C. Audit Related KPIs				
SN	KPIs	Sample	Baseline KPI Measure	Penalty
				be considered as one instances of SPD triggers.
2.	Claims Audit (Approved Claims)		100% compliance	<p>1. INR 50,000 per missing audit report per quarter</p> <p>2. For undertaking the audit incorrectly: Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above.</p> <p>If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers.</p>
3.	Medical Audits (Desk)		100% compliance	<p>1. INR 50,000 per missing audit report per quarter</p> <p>2. For undertaking the audit incorrectly: Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above.</p> <p>If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers.</p>
4.	Death Audits (Desk)		100% compliance	<p>1. INR 50,000 per missing audit report per quarter</p> <p>2. For undertaking the audit incorrectly: Penalty will be imposed for each incorrectly processed claim, as per B2 Clause of Performance KPIs given above.</p> <p>If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers.</p>
<ul style="list-style-type: none"> For the purpose of computing above audit percentages, cases from public hospitals shall be excluded. NHA may give directions regarding inclusion of cases from public hospitals for the audits. 				

C. Audit Related KPIs				
SN	KPIs	Sample	Baseline KPI Measure	Penalty
				<ul style="list-style-type: none">• If submitted audit report does not mention required sample size or details, it will be treated as non-submission of audit report•• Audit reports shall contain details as required in Anti-Fraud Guidelines published by NHA• .• ISA shall ensure audits to be conducted as prescribed by Anti-Fraud Guidelines, however penalty is only applicable on above audit reports.• Audit reports are to be submitted on a quarterly basis, end of reporting quarter

Appendix II: Indicative Fraud Triggers but not limited to following

Claim History Triggers

1. Impersonation.
2. Mismatch of in-house document with submitted documents.
3. Claims without signature of the 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 Beneficiary's residence, pharmacy bills away from hospital/residence.
7. Claims for hospitalization at a hospital already identified on a "watch" list or blacklisted hospital.
8. Claims from members with no claim free years, i.e. regular claim history.
9. Same Beneficiary claimed in multiple places at the same time.
10. Excessive utilization by a specific member belonging to the 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 Convergence scheme Beneficiary Family Unit and different hospitals for other members of the respective convergence scheme Beneficiary Family Unit), multiple claims towards the end of Policy Cover Period, close proximity of claims.

Admissions Specific Triggers

1. Members of the same Beneficiary Family Unit getting admitted and discharged together.
2. High number of admissions.
3. Repeated admissions.
4. Repeated admissions by the beneficiary or of members of the Beneficiary Family Unit.
5. High number of admissions in odd hours.
6. High number of admissions in weekends/ holidays.
7. Admission beyond capacity of hospital.
8. Average admission is beyond bed capacity of the HCP in a month.
9. Excessive ICU admission.
10. High number of admissions at the end of the Policy Cover Period.
11. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.

12. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

Diagnosis Specific Triggers

1. Diagnosis and treatment contradict each other.
2. Diagnostic and treatment in different geographic locations.
3. Claims for acute medical illness which are uncommon e.g. encephalitis, cerebral malaria, monkey bite, snake bite etc.
4. Ailment and gender mismatch.
5. Ailment and age mismatch.
6. Multiple procedures for same Beneficiary – blocking of multiple packages even though not required.
7. One-time procedure reported many times.
8. Treatment of diseases, illnesses or accidents for which a Health Care Provider is not equipped or empanelled for.
9. Substitution of packages, for example, Hernia as Appendicitis, Conservative treatment as Surgical.
10. Part of the expenses collected from scheme Beneficiary for medicines and screening in addition to amounts received by the ISA.
11. ICU/ Medical Treatment blocking done for more than 5 days of stay, other than in the case of Critical Illness.
12. Overall medical management exceeds more than 5 days, other than in the case of Critical Illness.
13. High number of cases treated on an OOP basis at a given provider, post consumption of financial limit.

Billing and Tariff based Triggers

1. Claims without supporting pre/ post hospitalisation papers/ bills.
2. Multiple specialty consultations in a single bill.
3. Claims where the cost of treatment is much higher than expected for underlying aetiology.
4. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
5. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.
6. 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.
7. 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

1. Qualification of practitioner doesn't match treatment.
2. Specialty not available in hospital.
3. Delayed information of claim details to the ISA.
4. Conversion of OP to IP cases (compare with historical data).
5. Non-payment of transportation allowance.
6. Not dispensing post-hospitalization medication to Beneficiaries.

Appendix III: Indicators to Measure Effectiveness of Anti-Fraud Measures but not limited to below points

1. Monitoring the number of grievances per 1,00,000 scheme Beneficiaries.
2. Proportion of Emergency pre-authorisation requests.
3. Percent of conviction of detected fraud.
4. Share of pre-authorisation and claims audited.
5. Claim repudiation/ denial/ disallowance ratio.
6. Number of dis-empanelment/ number of investigations.
7. Share of scheme Beneficiary Family Units physically visited by Scheme functionaries.
8. Share of pre-authorisation rejected.
9. Reduction in utilization of high-end procedures.
10. Scheme Beneficiary satisfaction.
11. Share of combined/ multiple procedures investigated.
12. Share of combined/ multiple procedures per 1,00,000 procedures.
13. Pre-authorisation pendency rate and Claim pendency rate per 100 cases decided OR percent of pre-authorisation 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 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-authorisation and claims.
25. Percent of post-audit done for pre-authorisation 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.

Appendix IV: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (to be submitted along with Master Service Agreement)

This Non- Disclosure Agreement ("**Agreement**") is entered into on this ... day of _____, 2024 ("**Effective Date**") by and between:

National Health Agency, Govt of India represented by the _Chief Executive officer, having its office located at 9th floor, tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi_which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to as "**NHA**")

And

M/s. _____ a company registered under the Companies Act 1956/ 2013 and having its registered office at _____ represented by Mr. _____ which expression shall, unless repugnant to the context include its successors (hereinafter referred as "**the ISA**")

NHA and ISA shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as "**Parties**".

Whereas:

- A. NHA is constituted with an objective of implementation of 'Scheme Convergence with Ayushman Bharat Pradhan Mantri Jan Arogya Yojana'.
- B. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (**AB PM-JAY**) in alliance with state governments. AB PM-JAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, SHA is playing a critical role in **fostering linkages as well as convergence of ABPM-JAY** with health and related programs of the Central and State Governments.
- C. Scheme Convergence shall refer to schemes managed and administered by the National Health Authority, Government of India in partnership with other organizations with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non-empanelled Health Care Providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses
- D. The ISA is carrying on business of _____.
- E. NHA is [contemplating engaging the services of the ISA] for [specify Purpose] (the "Purpose") and for this Purpose, the ISA shall come into contact with certain confidential information;
- F. NHA desires to ensure that strict confidentiality is maintained by the ISA regarding its relationship with SHA/partner organizations and also regarding the confidential information which comes to the knowledge of ISAS in connection with the Purpose;
- G. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the ISA.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. Definitions

In this Agreement, the following terms shall have the following meanings:

“Confidential Information” shall include all information or data, whether electronic, written or oral, relating to scheme convergence and AB- PMJAY Scheme , NHA ’s business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by NHA to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the Purpose. Confidential Information may also include the Confidential Information related to Scheme, NHA ’s/ other NHA’s clients, licensors, alliances, contractors and advisors.

“Personal Data” and “Sensitive Personal Data” shall have the meanings as assigned to them under applicable law of India.

2. Supply and Use of Confidential Information

(a) The ISA shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered into) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of NHA, an authorized officer of the ISA shall promptly, at the option of NHA, either return to NHA or destroy all Confidential Information in the ISA’s possession or control, and shall certify to NHA as to such return or destruction.

(b) The ISA shall not disclose the Confidential Information to any third party without NHA ’s prior written consent. The ISA may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.

(c) The ISA shall exercise the same degree of care with respect to NHA ’s Confidential Information as the ISA takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the ISA shall immediately notify NHA in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the ISA’s obligations or liabilities for breach hereunder.

(d) The ISA shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the ISA’s organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The ISA will comply with applicable data protection and privacy legislation in this regard.

(e) To the extent it is a transferee of Personal Data from NHA, the ISA shall be under and shall assume identical and/or similar obligations that of NHA under the applicable data protection and privacy legislation in this regard relating to such Personal Data.

(f) The ISA shall notify NHA forthwith from the time it comes to the attention of the ISA that Confidential Information (including Personal Data) transferred by NHA to it has been the subject of

accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

3. Limitations:

This Agreement shall not restrict disclosure of information that, the ISA can evidence through sufficient documentation:

(a) was, at the time of receipt, otherwise known to the ISA without restrictions as to use or disclosure; or

(b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the ISA;

4. Exclusion:

The ISA may disclose Confidential Information, strictly to the extent such disclosure is compulsorily required under applicable law (including court order), to a regulatory authority or a court of law with competent jurisdiction over the ISA, provided that the ISA will first have provided NHA with immediate written notice of such required disclosure and will take reasonable steps to allow NHA to seek a protective order with respect to the Confidential Information required to be disclosed. The ISA will promptly cooperate with and assist NHA in connection with obtaining such protective order.

5. No Warranty:

NHA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION.

6. No License:

No license or conveyance of any rights held by NHA under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

7. No Formal Business Obligations:

This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on NHA to submit a proposal or to enter into a further contract or business relationship with the ISA, or (iii) any obligation on NHA to disclose, supply or otherwise communicate any information, general or specific, to the ISA. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

The ISA shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend (singularly or collectively, "Notices") placed on the Confidential Information, and shall maintain and place any such Notices on applicable Confidential Information or copies thereof.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and _____ shall be considered as sole Arbitrator to adjudicate the dispute between the Parties as per the Arbitration and

Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Delhi. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent courts of [New Delhi] shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

The ISA acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the NHA shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The NHA shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. Additionally, the ISA agrees to keep NHA indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by the ISA.

11. Miscellaneous:

- **Amendment:** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.
- **Relationship:** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the ISA, the NHA or any third-party as a result of this Agreement.
- **Assignment:** Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- **Severability:** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- **Waiver:** Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

This Agreement shall commence as of the date written above and shall remain in effect for a period _____ unless terminated earlier by NHA by (i) giving fourteen (14) days' written notice of termination to the ISA at any time, or (ii) giving notice effective immediately following a breach by the ISA. Notwithstanding the foregoing, any obligations imposed on the ISA under this Agreement, including confidentiality obligations, that by their very nature survive the termination or expiry of this Agreement shall so survive the termination or expiry of this Agreement.

13. No Publicity:

No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by the ISA. The ISA shall not promote or otherwise disclose the existence of the relationship between the Parties evidenced by this Agreement or any other agreement between the Parties for purposes of soliciting or procuring sales, clients, investors or other business engagements.

14. Non-Solicitation:

Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the ISA nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by NHA if such person had interacted with the ISA or its affiliates, directly or indirectly, in relation to the Purpose or was involved in performing responsibilities in relation to the Purpose.

15. No Conflict:

The ISA represents and warrants that the performance of its obligations hereunder does not, and shall not, conflict with any of its other agreement or obligation to which it is bound.

16. Entire Agreement; Counterparts:

This Agreement together with any other definitive written agreement executed or to be executed between the Parties relating to the Purpose constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective from the Effective Date first written above.

<p>SIGNED for and on behalf of</p> <p>NHA</p> <p>By _____</p> <p>Title _____ (authorized signatory)</p> <p>Date _____</p>	<p>SIGNED for and on behalf of</p> <p>ISA</p> <p>By _____</p> <p>Title _____ (authorized signatory)</p> <p>Date _____</p>
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Schedule 1: Payment Guidelines

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.

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.

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.

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.

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; or
- 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.

Schedule 2: Minimum HR requirement and qualification

The ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the requisite qualifications and experience. ISA must deploy additional HR to comply with the defined activities and KPIs. ISA will not be paid for these resources separately for the minimum HR deployment.

S.No.	Role	Activities by role	Activity Definition	Minimum qualification	Minimum HR (from one day of policy)
1.	Project Lead	ISA lead	Overall coordinator of ISA's operations at NHA	MBA or Postgraduate Diploma in Business Administration or MBA (healthcare) or Master of Health Administration or public Health or similar equivalent degree/diploma; medical degree will be of additional advantage. Preferably at least 5 years in managing health insurance or TPA.	1
2	Claims Adjudicator	Pre-auth Processing Doctor	Approval or rejection of pre-auth (non-auto-approval packages)	MBBS/MD from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	2

		Claim Executive	Review and scrutiny of claim documents	Science graduate with experience in claim processing	10
		Claims Processing Doctor	Approval or rejection of claims	MBBS/MD from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	10
		Accounts Officer (ACO)	Scrutinise the claim for financial aspect and process for the final payment	M. Com. from a recognized University. Experience in insurance or TPA industry in the area of claim payment processing.	1
3	Claims & medical Audit	Pre-Auth, Claims Audit, Beneficiary, Medical and Death Audit (desk)	Validation of Adjudication triggers through desk audit, taking penal action	MBBS/MD from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	1
<p><i>Note: The above HR deployed would not be used for any other purposes directly or indirectly, if found, would attract criminal liability apart from breach of contract provision. Also the deployed HR shall fulfill the minimum qualification criteria otherwise payment shall not be released for that particular tenure.</i></p>					

Schedule 3: Exclusions to the Policy

The Insurer/NHA shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Beneficiary in connection with or in respect of:

- i. 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.
- ii. Vaccination and immunization
- iii. 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.
- iv. 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)
- v. v. 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.
- vi. vi. Note : The exclusion list will get updated time to time with reference to convergence schemes and HBP.

Schedule 4: Health Benefit Packages (HBP)

Schedule 3 (a) HBP 2.2/ Health Benefit Packages as decided by NHA
(will be provided at the time of MoU signing)

Schedule 3 (b): Guidelines for Unspecified Surgical Packages

All unspecified packages:

To ensure that eligible beneficiaries are not denied care, for treatments/procedures that do not feature in the listed interventions, there is an exclusive provision that has been enabled in the TMS (transaction management system) for blocking such treatments, subject to satisfying certain defined criteria (as mentioned).

When can Unspecified Surgical be booked/ criteria for treatments that can be availed:

- i. Only for surgical treatments.
- ii. Compulsory pre-authorization is in-built while selecting this code for blocking treatments.
- iii. Cannot be raised under multiple package selection. Not applicable for medical management cases.
- iv. Government reserved packages cannot be availed by private hospitals under this code. PPD/CPD may reject such claims on these grounds. In addition, NHA may circulate Government reserved packages to all hospitals. Further, NHA will make a suitable mechanisms to refer such cases to the public system – as a means to avoid denial of care.
- v. Cannot be booked for removal of implants, which were inserted under the same policy. Exceptions where removal of implants is not covered under any other package, to be approved by National Health Authority.
- vi. In the event of portability, the home state approval team may either reject if a Government reserved package of the home state is selected by a private hospital in the treating state or consider on grounds of ‘emergency’.
- vii. Aesthetic treatments of any nature cannot be availed under this code or as such under any other listed codes under scheme. Only medically necessary with functional purpose/ indications can be covered. The procedure should result in improving/restoring bodily function or to correct significant deformity resulting from accidental injury, trauma or to address congenital anomalies that have resulted in significant functional impairment.
- viii. None of the treatments that fall under the exclusion list can be availed unless arising from disease or injury and which requires hospitalization for treatment etc.
- ix. However, for life threatening cases e.g. of suicide attempt or accident due to excess consumption of alcohol, treatment shall be provided by the hospital till the patient’s condition stabilizes.
- x. In case ISA is getting multiple requests for the same unspecified package from multiple hospitals or for multiple patients, then the same should be taken up with the Medical Committee for inclusion in the package master within a defined time frame as per the NHA.

For deciding on the approval amount, the PPD may consider the rate of closest match of the requested surgery, in-listed under HBP of the schemes. It should be noted that the amount

approved by the PPD would be sacrosanct, to be communicated to the hospital, and the CPD would not be able to deduct any amount or approve partial payment for that claim.

Unspecified package above 1 lakh: The unspecified package above 1 lakh, it is to be ensured that the same is approved only in (a) exceptional circumstances, as defined in respective schemes and/ or (b) for life saving conditions.

The following process to be adhered:

For Public and private Hospitals:

- 1 A standing Medical committee of NHA headed by (HN&QA) in consultation with parent organization to provide inputs on unspecified packages among their other deliverables.
- 2 CEO, NHA will approve every case after recommendation from the standing medical committee with details of treatment and pricing that is duly negotiated with the provider.
- 3 The price should be based on the principle of case based lump sum rate that includes all investigations, procedure cost, consumables and post-op care included – preferably citing rates as ceiling from any govt. purchasing scheme like CGHS etc. if available.
- 4 Upon approval of CEO, technical team will carry out backend change.

Schedule 3 (c) : Differential Pricing Guidelines:

Scheme convergence with Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-Jay) provides additional incentive on the procedure rate based on following criteria's:

S. No.	Criteria	Incentive (Over and above base procedure rate)
1	Entry level NABH / NQAS certification	10%
2	Full NABH / JCI accreditation	15%
3	Situated in Delhi or some other Metro*	10%
4	Aspirational district	10%
5	Running PG / DNB course in the empanelled specialty	10%

*Classification of Metro Cities:

1. Delhi (including Faridabad, Ghaziabad, Noida and Gurgaon)
2. Greater Mumbai
3. Kolkata
4. Bangalore/Bengaluru
5. Pune
6. Hyderabad
7. Chennai
8. Ahmedabad

These percentage incentives are added by compounding. Any changes in incentive guideline in respect to scheme convergence project will be provided to ISA.

Schedule 5: Performance Security” or “Performance Bank Guarantee” or ePBG

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Assistant Director (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Dear Sir,

1. National Health Authority, Government of India, on behalf of the CEO, NHA Division (hereinafter called as “NHA”) have entered into Agreement/Contract/Order (hereinafter called “the said Agreement/ the said Contract/ the said Order’/), with[hereinafter called “the said Agency/ Implementation Support Agency or ISA/ Service provider”], with its Registered/Head office at through the Work Order No.dated..... for ‘Implementation support of Convergence schemes on National Health Authorities’ IT Platform’.
2. Where as under the terms of the said Agreement/ Contact/ Order, the / Implementation Support Agency or ISA is required to furnish a Performance Bank Guarantee for INR 30,0,000/- (Thirty Lakh Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to NHA during warranty period as per the warranty terms stipulated in the RFE/Agreement/ Contract/Work Order.
3. Accordingly We, , (hereinafter referred (indicate the name of the bank) to as “the Bank”) at the request of [Contractor/supplier(s)] do hereby undertake to pay to NHA an amount not exceeding (indicate the amount in Rs.....) on the failure of Contractor/Services in performance of their obligations as per the terms and conditions of the Agreement/Contract/Order including the satisfactory performance of the item/services during the contract/project period.
4. We, (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from NHA

within 10 days of such demand stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor/ISA with respect to the terms and conditions of the Agreement / Contract/ Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement/ Contract /Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (indicate the amount in Rs).

5. We undertake to pay to NHA an amount not exceeding (indicate the amount in Rs)
6. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect, during the period that would be taken for the performance of the said Agreement/Contract / Order and that it shall continue to be enforceable till all the dues of NHA under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till NHA certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/service provider(s) and accordingly discharges this guarantee.
7. We, (indicate the name of bank) further agree with NHA that NHA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/ISA from time to time or to postpone for any time or from time to time any of the powers exercisable by NHA against the said contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/ Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/ISA or for any forbearance, act or omission on the part of NHA or any indulgence by NHA to the said Contractor/ISA or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the validity for PBG of the Contract by the ISA. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ISA, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the ISA or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
9. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the ISA and not withstanding any security or other guarantee the NHA may have in relation to the ISA liabilities.
10. This guarantee will not be discharged due to the change in the constitution of the Bank or the ISA.
11. Notwithstanding anything contained hereinabove:

1. Our liability under this guarantee is restricted to ₹. (in words & figures).
2. This Bank Guarantee will be valid up to; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2024 at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....