



National Health Authority (NHA) Government of India

REQUEST FOR EMPANELMENT (RFE)

***Contract Agreement for
Selection of Implementation Support Agency (ISA) for
implementation support of Convergence schemes on National
Health
Authorities' IT Platform***

Volume II

RFE Number: S-12017/86/2020/NHA-Part-3(1)

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Disclaimer

The information contained in this Request for Proposal (RFE) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFE: Request for Empanelment) is to provide interested parties with information that may be useful to them in making their pre-qualification and technical 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 may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in the RFE may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE and obtain independent advice from appropriate sources.

Information provided in this RFE to the Bidders is on a wide range of matters, some of which may depend upon the 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 of 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 under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE Document or arising in any way for participation in this Bid Process. The NHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFE.

The NHA may, at 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. The issue of this RFE does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, 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.

About this RFE

This RFE (Request for Empanelment) is meant to invite proposals from interested organizations capable of delivering 'scope of work' provided in this RFE. The content of this RFE has been documented as a set of two (II) volumes explained below.

- **RFE Volume I: Scope of Work, Evaluation and Bidding Process:** Volume I of RFE provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that NHA deems necessary to share with the potential bidders.
- **RFE Volume II: Contractual and Legal Specifications:** Volume II of RFE provides the contractual and legal terms that NHA wishes to specify at this stage.

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Abbreviations

AITWA	All India Transporters Welfare Association
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 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	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

1. Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, the following capitalized terms and expressions shall have the following meanings for the purpose of this Empanelment Agreement:

- a. **AB-PM JAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PM JAY), a scheme managed and administered by the National Health Authority, Government of India 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 through a network of Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses.
- b. **AB-PMJAY Beneficiary Database** shall refer to all AB-PMJAY Beneficiary Family Units, as defined in Category under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 (eleven) defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State / UT along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database, which are resident in the Service Area (State for which this RFE Document is issued)
- 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-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. **Scheme guidelines** shall mean the guidelines issued by **MoHFW, parent ministry and/or NHA from time to time for the implementation of various convergence schemes**, to the extent modified by the RFE Documents pursuant to which the Empanelment Agreement has been entered into; provided that MoHFW, parent ministry and/or NHA may, from time to time, amend or modify the Guidelines or issue new Guidelines, which shall then be applicable to the ISA.
- e. **Annexure** shall mean an annexure to this Empanelment Agreement
- f. **Appellate Authority** shall mean the authority designated by the National Health Authority which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Empanelment Agreement between the National Health Authority and the ISA.

- g. **Beneficiary** shall mean eligible Individual or member of eligible 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.
- h. **Benefit Package** shall refer to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under convergence schemes and detailed in schedule 4 of RFE document.
- i. **Bid** shall refer to the qualification and the technical bids submitted by an eligible ISA pursuant to the release of the RFE Document as per the provisions laid down in the RFE Document and all subsequent submissions made by the Bidder as requested by the NHA for the purposes of evaluating the bid.
- j. **Bidder** shall mean any eligible ISA which has submitted its bid in response to this RFE released by the NHA
- k. **Cashless Access Service** shall mean a facility extended by the ISA to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made by the NHA to the Health Care Providers in accordance with the terms and conditions of this Empanelment Agreement, such that none of the Beneficiaries are required to pay any amounts to the Health Care Providers in respect of such expenses, either as deposits at the commencement or at the end of the care provided by the Health Care Providers.
- l. **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 Empanelment Agreement, such that Beneficiaries are reimbursed for the expenses incurred in respect of covered services.
- m. **CHC** means a community health centre usually located at the block level in the State.
- n. **Claim** shall mean a claim that is received by the ISA from any Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.
- o. **Claim Payment** shall mean the payment of eligible Claim received by any Health Care Provider or Beneficiary (as applicable) from the NHA in respect of benefits under the Risk Cover made available to a Beneficiary. The payment is based on preauthorization and claims processed by ISA
- p. **Clause** shall mean a clause of this Empanelment Agreement.
- q. **Day Care Treatment** shall mean any Medical Treatment and/or Surgical Procedure which is undertaken under general anaesthesia or local anaesthesia at a Health Care

Provider or Day Care Centre in less than 24 hours due to technological advancements, which would otherwise have required Hospitalization.

- r. **Days** shall mean and shall be interpreted as calendar days unless otherwise specified.
- s. **Health Care Provider (“HCP”)** 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.
- t. **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
- u. **Hospital IT Infrastructure** shall mean the hardware and software to be installed at the premises of each Health Care Provider for the provision of Cashless Access Services, the minimum specifications of which have been set out in the RFE Documents.
- v. **Hospitalization** shall mean any Medical Treatment or Surgical Procedure which requires the Beneficiary to stay at the premises of a Health Care Provider for 24 (twenty-four) hours or more including day care treatment as defined above.
- w. **OPD services** shall mean any Medical Treatment which requires the Beneficiary to visit the premises of a Health Care Provider or clinic or doctor for consultation for treatment of any healthcare issue.
- x. **ICU or Intensive Care Unit** shall mean an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards
- y. **Empanelment Agreement** shall mean this contract between the National Health Authority and the ISA for the provision of the support services under the Risk Cover, to the Beneficiaries or others and setting out the terms and conditions for supporting the implementation of Convergence Project
- z. **ISA** shall mean the Selected Bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the RFE Document and has signed the Empanelment Agreement with the NHA.

- aa. **IRDAI** shall mean the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
- bb. **Law/Applicable Law** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable upon the parties and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof.
- cc. **Medically Necessary Treatment** shall mean any treatment, tests, medication, or stay in hospital or part of a stay in hospital which: i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India
- dd. **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.
- ee. **Medical Practitioner/Officer** shall mean a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction, acting within the scope and jurisdiction of his/her license.
- ff. **Medical Treatment** shall mean any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization, as per HBPs detailed in Schedule 3 (a) of Contract.
- gg. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
- hh. **NHA** shall mean the National Health Authority set up by the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJAY. It is also a nodal agency for fostering co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments and extension of AB-PM JAY services to select population groups.
 - ii. **Package Rate** shall mean the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the ISA under Cover, which shall be determined in accordance with the rates provided in this Contract.
- jj. **Party** shall mean either the ISA or the National Health Authority and **Parties** means both the ISA and the National Health Authority.

- kk. **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 ISA, unless cancelled earlier in accordance with the Empanelment Agreement.
- ll. Fee shall mean the aggregate sum agreed by the Parties as the annual charges to be paid by the National Health Authority to the ISA for each BIS & claims done by Beneficiary that is eligible for the scheme, as consideration for providing support services for the Cover to such Beneficiary Family Unit under this Empanelment Agreement.
- mm. **Risk Cover/Benefit Risk Cover** shall mean as following

Beneficiary Group Type	Benefit Risk Cover
Convergence of Scheme	<ul style="list-style-type: none"> ●Cashless and paperless health care services provided at 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	<ul style="list-style-type: none"> ● Cashless and paperless hospitalization expenses coverage including treatment for medical conditions and diseases as defined under AB PM-JAY scheme. ● Pre- and post-hospitalisation cover ● Risk Cover (RC) of INR5,00,000 (INR Five Lakh only) ● On family floater basis

- nn. **Scheme** shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana and other similar health insurance/assurance programs managed and administered by the National Health Authority in convergence with partner organisations.
- oo. **Selected Bidder** shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the RFE Document and has signed the Empanelment Agreement
- pp. **Service Area** shall mean geographical territory of Republic of India.
- qq. **Successful Bidder** shall mean the bidder whose bid document is responsive, which has been pre-qualified and technically qualified . All the shortlisted and with whom the NHA intends to select and sign the Empanelment Agreement for this Scheme.
- rr. **Sum Insured** shall mean in respect of each Beneficiary eligible under a Policy, means at any time, the ISA’s maximum liability for any and all Claims made on behalf of such Beneficiary

Family Unit during the Policy Cover Period against the Risk Cover.

- ss. **RFE Documents** shall refer to this RFE Document including “Request for Empanelment”, “Draft Contract Agreement” and its Schedules including all amendments, modifications issued by the NHA in writing pursuant to the release of the RFE Document.
- tt. **Turn-around Time (TAT)** shall mean prescribed time to conduct various activities as per Appendix I of RFE Volume I
- uu. **Material Breach** shall mean breach of any term and condition, as provided in this Contract, caused due to any act and/or omission by the ISA’s willful misconduct and/or negligence.

1.2 Interpretation

- a. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- b. Any reference to an agreement, contract, instrument or other document (including a reference to this Empanelment Agreement) herein shall be to such agreement, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- c. Any reference to an "agreement" includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (so defined) in writing and any certificate, notice, instrument and document of any kind.
- d. Any reference to a statutory provision shall include such provision as modified or re-enacted or consolidated from time to time.
- e. Terms and expressions denoting the singular shall include the plural and vice versa.
- f. Any reference to "persons" denotes natural persons, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (in each case, whether or not incorporated and whether or not having a separate legal entity).
- g. The term "including" shall always mean "including, without limitation", for the purposes of this Empanelment Agreement.
- h. The terms "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this RFE as a whole.
- i. Headings are used for convenience only and shall not affect the interpretation of this Empanelment Agreement.
- j. The Schedules and Annexures to this Empanelment Agreement form an integral part of this Empanelment Agreement and will be in full force and effect as though they were expressly set out in the body of this Empanelment Agreement.
- k. References to Recitals, Clauses, Schedules or Annexures in this Empanelment Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Schedules and Annexures of or to this Empanelment Agreement.
- l. References to any date or time of day are to Indian Standard Time.

- m. Any reference to day shall mean a reference to a calendar day.
- n. Any reference to a month shall mean a reference to a calendar month.
- o. Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days and dates unless specified otherwise.
- p. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Empanelment Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of a duly authorized representative of such Party.
- q. The provisions of the Clauses, the Schedules and the Annexures of this Empanelment Agreement shall be interpreted in such a manner that will ensure that there is no inconsistency in interpretation between the intent expressed in the Clauses, the Schedules and the Annexures. In the event of any inconsistency between the Clauses, the Schedules and the Annexures, the Clauses shall prevail over the Schedules and the Annexures.
- r. The Parties agree that in the event of any ambiguity, discrepancy or contradiction between the terms of this Empanelment Agreement and the terms of any Policy supported by the ISA, the terms of this Empanelment Agreement shall prevail, notwithstanding that such Policy is issued by the NHA at a later point in time.
- s. The rule of construction, if any, that an agreement should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply to this Empanelment Agreement

1. Background and Objective

1.1 Background

NHA being implementer of “AYUSHMAN BHARAT Pradhan Mantri Jan Arogya Yojana” for nearly 10.74 crore eligible Beneficiaries families in India, under which Risk Cover (RC) of INR 5,00,000 (INR Five Lakh only) is provided on family floater basis, many other Ministries/Departments/societies who are providing health benefits/or have shown desire to provide health financial risk protection to various population groups are keen to partner with AB PM-JAY for providing benefits to their target groups through the scheme convergence. The objective of Scheme convergence is to provide and improve access of validated Beneficiary 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-Health Care Providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses.

1.2 Objectives

Convergence Project was envisaged with primarily following objectives

- Improving Access to Healthcare Facility: Beneficiaries of these schemes can receive 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 Health Care Providers.
- Extending AB-PM JAY benefits to notified population groups

2. Beneficiaries and Beneficiary Family Unit

- a. The Parties agree that **Beneficiary/Beneficiary Family Unit** means individual or member of eligible family unit under scheme convergence who are eligible to receive defined services from healthcare service provider under Convergence Project. NHA shall notify the ISA regarding addition or removal of Beneficiaries in these categories,
- b. The ISA will consider that there is: (i) no entry or exit age restrictions that will apply to the Beneficiary and (ii) no Beneficiary will be required to undergo a pre-insurance health check-up or medical examination before their eligibility as a Beneficiary and all pre- existing illnesses of the beneficiaries will be covered.
- c. Unit of coverage shall be an individual or family and each family will comprise all members in that family.
- d. The presence of name of the beneficiary in the beneficiary list (**as amended from time to time**) shall be the proof of eligibility of the Beneficiary for the purpose of availing benefits under this Empanelment Agreement and a Policy issued pursuant to this Empanelment Agreement.

3. Risk Covers and Sum Insured

3.1 Risk Cover and Sum Insured

The Benefits, to be provided on a cashless and paperless basis to the beneficiaries up to the limit of their annual coverage, package charges on specific procedures and subject to other terms and conditions outlined herein, are the following

- a. **Risk Cover (“RC”)** will include hospitalization / treatment expenses coverage including treatment for medical conditions and diseases requiring primary (as applicable), secondary and tertiary level of medical and surgical care treatment and also including defined day care procedures, out-patient services (wherever applicable) and follow up care along with cost for pre and post-hospitalisation treatment as defined in the Contract.
- b. As on the date of commencement of the Policy Cover Period, the Sum Insured in respect of the Risk Cover for scheme convergence type beneficiary category shall be with or without any cap (details will be made available at the time of signing of MoU) and for ‘Extension of AB-PMJAY Benefits’ shall be **INR 5,00,000 (INR Five Lakhs Only)** per family per annum on family floater basis. This shall be called the **Sum Insured**, which shall be fixed irrespective of the size of the Beneficiary Family Unit.
- c. The ISA shall ensure that the Scheme’s RC shall be provided to each beneficiary based on risk coverage and to Beneficiary Family Unit on a family floater basis covering all the members of the Beneficiary Family Unit including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such Beneficiary Family Unit for one or more Claims during each Policy Cover Period. New family members may be added after due approval process as defined by the Government.
- d. Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Schedule 4**.
- e. Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The ISA shall provide coverage for the defined OPD care, standalone diagnostic procedure, day care treatments, procedures and medical treatments as given in **Schedule 4**.
- f. Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to defined number of days (as applicable) of the discharge from the hospital for the same ailment/ surgery.

3.2 Benefit Package Cover

- a. The benefits within this Scheme under the Risk Cover are to be provided on a cashless as well as on reimbursement basis (as applicable) to the Beneficiaries up to the limit of their annual coverage and includes:

- (i) Hospitalization expense benefits
 - (ii) Day care treatment benefits
 - (iii) Outpatient benefits (as applicable)
 - (iv) Diagnostic services
 - (v) Follow-up care benefits
 - (vi) Palliative care benefits (as defined)
 - (vii) Pre- and post-hospitalization expense benefits
 - (viii) Newborn child/ children benefit
- b. The details of benefit packages are furnished in Schedule 4: 'Packages and Rates' and exclusions are furnished in Schedule 3: 'Exclusions to the Policy'.
- c. For availing select treatment in any empanelled hospitals, preauthorisation is required to be taken for defined cases.
- d. Except for exclusions listed in **Schedule 3**, treatment/procedures will also be allowed, in addition to the procedures listed in **Schedule 4**, of up to a limit of INR1,00,000/- to any AB-PMJAY extension Beneficiary (**called 'Unspecified Procedure'**) within the overall limit of INR5,00,000-. For Convergence beneficiary group limit may differ from scheme to scheme and will be shared with ISA on time-to-time basis. Operations pertaining to Unspecified Procedure are to be governed as per Unspecified Packages Guidelines provided under Schedule 3 (b).
- e. The NHA shall reimburse claims of Health Care Provider or beneficiary (if applicable) under the scheme convergence schemes based on Package Rates determined as follows:
- (i) If the package rate for a medical treatment or surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is fixed in Schedule 4, then the Package Rate so fixed shall apply for the Policy Cover Period.
 - (ii) If the package rate for a surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is not listed in Schedule 4, then the ISA may pre-authorise an appropriate amount based on rates for similar procedures defined in Schedule 4 or based on other applicable national or state health insurance schemes such as CGHS. In case of medical care, the rate will be calculated on per day basis as specified in Schedule 4 except for special inputs like High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages or some other special inputs existing in the HBP (or are released by NHA in future) which can be clubbed with medical packages
 - (iii) Convergence Scheme provides health care services in any empanelled hospitals for defined and listed procedures. However, certain services such as OPD, diagnostic services under standalone clinics, emergency wherever applicable will be provided in reimbursement mode. Upon exhaustion of the beneficiary wallet or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families, then the Beneficiary and NHA (through ISA) will need to be clearly communicated in advance about the additional payment at the start of such treatment.

- (iv) In case a Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, thereupon the 2nd surgical procedure shall be reimbursed at 50% of package rate, 3rd and subsequent surgical procedures shall be reimbursed at 25% of the package rate.
 - (v) Surgical and Medical packages will not be allowed to be availed at the same time (Except for certain add on procedures as defined in Schedule 3 and defined in scheme convergence projects). In such circumstances, hospital may raise a request for such pre-auth which will be decided by NHA with the help of concerned medical specialist.
 - (vi) Certain packages as mentioned in scheme convergence projects will only be reserved for Public HCPs as decided by the NHA. The ISA may permit availing of these packages in Private HCPs or non-HCP as per the guideline defined under scheme convergence.
 - (vii) Incentivization will be provided to certain hospitals {as defined in **schedule 4 (c)**} which will be over and above the rates defined in Schedule 3.
 - (viii) Reimbursement of hospitalization or/and OPD claims as defined under scheme convergence guideline.
- f. For the purpose of Hospitalization expenses, package rates shall include all the costs associated with the treatment, amongst other things, however, it may vary convergence scheme to scheme:
- (i) Registration charges.
 - (ii) Bed charges
 - (iii) Nursing and boarding charges.
 - (iv) Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
 - (v) Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
 - (vi) Medicines and drugs.
 - (vii) Cost of prosthetic devices, implants etc.
 - (viii) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - (ix) Food to patient.
 - (x) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 (fifteen) days after discharge from the hospital for the same ailment / surgery.
 - (xi) Any other expenses related to the treatment of the patient in the hospital.
- g. For the purpose of Day Care Treatment, expenses (may vary convergence scheme to

scheme) shall include, amongst other things: :

- (i) Registration charges;
 - (ii) Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.;
 - (iii) Anaesthesia, blood transfusion, oxygen, operation theatre charges, cost of surgical appliances, etc.;
 - (iv) Medicines and drugs;
 - (v) Cost of prosthetic devices, implants, organs, etc.
 - (vi) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - (vii) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 days after discharge from the hospital for the same ailment / surgery.
 - (viii) Any other expenses related to the Day Care Treatment provided to the Beneficiary by a Health Care Provider.
- h. For the purpose of OPD expenses (may vary convergence scheme to scheme) shall include, amongst other things:
- (i) Consultation charge (if any)
 - (ii) Medicines (as applicable)
 - (iii) Diagnostic (as applicable)
- i. Revision/Stratification of Package Rates during Tenure of the Contract: In case of any revision / stratification of package rates, ISA shall not claim any additional financial implication due to the same.
- j. As part of the regular review process, the Parties (the ISA and HCP) shall review information on incidence of common medical treatments or surgical procedures that are not listed in **Schedule 4 of RFE Document** and that require hospitalization or day care treatments (as applicable).
- k. No claim processing of package rate for a medical treatment or surgical procedure or day care treatment or OPD (as applicable) that is determined or revised shall exceed the sum total of Risk Cover for a Beneficiary. However, upon exhaustion of the beneficiary wallet, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families then the Beneficiary and NHA (through SHA/ISA) will need to be clearly communicated in advance about the additional payment at the start of such treatment

3.3 Benefits Available through Health Care Providers

- a. The benefits under the Risk Cover shall be available to a beneficiary through an HCP after Aadhaar based identification as far as possible. In case Aadhaar is not available then other defined valid ID will be used for this purpose. NHA shall share with the ISA within 7 (seven) days of signing the Contract, a list of defined valid IDs.
- b. The benefits under the scheme Cover shall, subject to the available scheme Sum Insured, be available to the Beneficiary on a cashless and paperless basis at any HCP and also in reimbursement mode in some exceptional cases.
- c. Specialized tertiary level services shall be available and offered by the HCP empanelled for that particular service. Not all HCPs can offer all tertiary level services, unless they are specifically designated by the NHA for offering such tertiary level services.

3.4 Benefits Available through Non-Health Care Providers

- a. The benefits under the convergence scheme, Risk Cover are also available to a beneficiary through a non-HCP in referral or emergency cases.
- b. The benefits in non-HCP will be on reimbursement mode as per the PM-JAY or CGHS packages or any other decided mechanism and subject to the available Sum Insured.
- c. OPD as well as Specialized tertiary level services (in referral or emergency) shall also be available in non-HCP (as applicable).

4. Empanelment/Registration of Health Care Providers

- a. All hospitals empanelled/registered under AB PM-JAY/convergence scheme will be considered as Empanelled/registered hospitals for the Convergence Project
- b. ISA shall not be responsible for carrying out any empanelment or hospital audit for Convergence Project
- c. NHA will provide updated list of HCPs to the ISA.

5. De-empanelment of Health Care Providers

- a. Notwithstanding a suspension or de-empanelment of an HCP by the respective SHA or NHA, the ISA shall ensure that it shall honor all Claims for any expenses that have been pre-authorized or are legitimately due before the effectiveness of such suspension or

de-empanelment as if such de-empanelled HCP continues to be an HCP.

6. Term and Performance Bank Guarantee

6.1 Term

7.1.1 Term of the Empanelment Agreement with the ISA

- a. The Empanelment Agreement shall come into effect on (Effective Date) and the Empanelment shall be valid for a period of 3 (three) years from the Effective Date extendable up to Two (02) years on yearly basis.
- b. Though the Tenure of the Contract is for 3 (three) years, it will be reviewed for every 12 (twelve) months as per start date of the agreement with reference to the performance criteria laid out in RFE Volume I.
- c. However, notwithstanding provisions under clause 8.1.b, renewal of Empanelment Agreement shall be at the sole discretion of NHA on such terms and conditions as approved by NHA. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Empaneled Agency as a matter of right.

7.1.2 Start of Policy

- a. For the purpose of start of a policy, all eligible beneficiary under scheme convergence or defined number of families shall be covered under one policy. This issue of policy shall be supported by the ISA before the commencement of the policy start date.
- b. The ISA agrees to ensure that eligible Beneficiaries in the country are provided services from that date of start of policy onwards as applicable under scheme convergence.

7.1.3 Commencement of Cover Period

- a. The Cover Period shall commence from the date decided under scheme convergence.
- b. The ISA agrees to ensure servicing of policies for all eligible beneficiaries as per the Beneficiary list.
- c. Upon renewal of the Empanelment Agreement for in accordance with Section 8.1, the renewal Period shall commence from 00:00 hours of the day, following the day on which the immediately preceding Policy Cover Period expires.

6.2 Performance Bank Guarantee

7.2.1 Submission of Performance/Bid Security

- 7.2.1.1 The ISA shall submit to the NHA within 15 (fifteen) days of on or before the date of execution of this Contract, an irrevocable, unconditional and on-demand bank guarantee from a Scheduled Bank for a sum of INR 30,00,000 (INR Thirty Lakhs only) that is payable or confirmed for payment in New Delhi, in the format set forth in Schedule 5 (the “Performance Security” or “Performance Bank Guarantee” or PBG), to secure the due performance of the ISA’s obligations and the discharge of

the ISA's liabilities under this Agreement, whether during or after the Term

- 7.2.1.2 The Format for PBG is provided in Schedule-5 of Volume-I of RFE. 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/>
- 7.2.1.3 Until such time that the Performance Security is submitted by the ISA, the ISA shall ensure that the EMD/Bid Security submitted by it shall remain in full force and effect. If the validity of the Bid Security is scheduled to expire prior to submission of Performance Security and the validity of the EMD/Bid Security is not extended or if the EMD/Bid Security is not replaced by the ISA at least 15 (fifteen) days prior to such scheduled expiry date, the NHA shall be entitled to forfeit and appropriate the total amount of the Bid Security as Damages and terminate the Contract. Upon submission of the Performance Security in accordance with Clause 7.2.1.1 the NHA shall release the Bid Security to the ISA
- 7.2.1.4 Notwithstanding anything to the contrary contained in this Contract, if the Performance Security is not submitted by the ISA within a period of 15 (fifteen) days from the date of this Contract [Note: in 7.2.1.1- "PS to be submitted on or before the date of execution of this Contract"], the NHA may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the ISA under or arising out of this Contract shall be deemed to have been waived by and to have ceased with the concurrence of the ISA. Further, the NHA shall be entitled to terminate this Contract

7.2.2 Validity of Performance Security

- 7.2.2.1 The Performance Security shall remain in full force and effect from the date of its issuance until the expiration of Ninety (90) Business Days following the End Date
- 7.2.2.2 If the Performance Security is scheduled to expire prior to the period specified in Clause 7.2.2.1, then, no less than ninety (90) Business Days prior to the scheduled expiry of the Performance Security, the ISA shall arrange for an extension or replacement of the Performance Security meeting the requirements of this Contract. If the ISA fails to extend or replace the Performance Security within the specified time period, the NHA shall be entitled to encash and appropriate the full value of the Performance Security as Damages and to terminate this Contract

7.2.3 Appropriation of Performance Security:

- 7.2.3.1 Upon occurrence of a ISA Default or failure by the ISA to pay any amount due or to discharge any liability to the NHA in accordance with this Contract, the NHA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled

to encash and appropriate the relevant amounts from the Performance Security as Damages

7. Fee and Fee Payment

- 7.1 ISA will be paid a fee as per the rate quoted for each component/activity. The Fee shall be calculated on monthly basis. However, payment will be released on quarterly basis based on the deliverables and KPI performance as given in Appendix III of RFE Volume I.
- 7.2 Fee shall be payable by NHA after receiving a request / invoice from ISA. Such request/invoice should be sent to NHA within 30 (thirty) days of bill submission.
- 7.3 The ISA agrees to ensure that neither it nor any of its employee or representative shall charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with scheme convergence in any state for scheme Convergence Project related activities, unless otherwise specifically permitted by NHA
- 7.4 The violation of clause 8.3 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

7.5 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 Authority 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; 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.

7.6 All Inclusive Fee

Apart from clause 9.1 the ISA shall have no right to claim any additional amount from the National Health Authority in respect of;

- a. the performance of any of its obligations under this Empanelment Agreement; or
- b. any costs or expenses that it incurs in respect thereof.

8. Cashless Access of Services in Registered or HCP

- a. The Beneficiaries shall have access to cashless treatment for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme in registered/empanelled health care providers subject to

availability of services.

- b. The NHA shall reimburse health care provider as per the package cost specified in this Document agreed for specified packages or as pre-authorized amount in case of unspecified packages.
- c. The HCP shall establish the identity of the Beneficiary by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card through use of alternate valid ID) and ensure:
 - (i) That the patient is admitted for a covered procedure and package for such an intervention is available.
 - (ii) Beneficiary has balance in her/ his scheme Cover amount.
 - (iii) Provisional entry shall be made on the server using the valid ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.
 - (iv) At the time of discharge, the final entry shall be made on the patient account after completion of Aadhaar Card Identification Systems verification or any other recognised system of identification adopted by the NHA of scheme Beneficiary to complete the transaction.
- d. Provided the NHA has entrusted the responsibility of beneficiary verification to the ISA, the ISA shall ensure due diligence and rigorous review at the time of giving approvals of beneficiary identity at the time of registration in an health care provider as per beneficiary identification guidelines issued by the NHA from time to time. Any violation of the beneficiary identification guidelines at the time of issuing verification and either ineligible person being approved as a beneficiary or an eligible beneficiary being denied timely verification shall be deemed as a material breach of this Contract and a possible episode of fraud; and be liable for further investigations as per the Anti-Fraud Guidelines of the NHA and as per the provisions of the Contract

9. Reimbursement of Services

- a. The Beneficiaries shall also have provision of treatment in HCP (as applicable) and non HCP on reimbursement model for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.
- b. The NHA shall reimburse beneficiary as per the package cost specified in this document agreed for specified packages or relevant amount (as decided) in case of unspecified packages.
- c. The beneficiary shall submit all the relevant documents such as of eligibility, treatment, referral, emergency and other relevant document (as applicable) for reimbursement of treatment cost.
- d. Provided the NHA has entrusted the responsibility of verification reimbursement to the

ISA, the ISA shall ensure due diligence and rigorous review of all the documents before giving approvals of reimbursement amount. Any violation shall be deemed as a material breach of this Contract and a probable incident of fraud; and be liable for further investigations as per the Anti-Fraud Guidelines of the NHA and as per the provisions of the Contract

10. Pre-authorisation of Procedures

- a. All procedures in Schedule 4 that are earmarked for pre-authorisation shall be subject to mandatory pre-authorisation.
- b. ISA will not allow any HCP shall, under any circumstances whatsoever, to undertake any such earmarked procedure without pre-authorisation unless under emergency. Process for emergency approval will be followed as per guidelines laid down under scheme convergence.
- c. Request for hospitalization shall be forwarded by the health care provider after obtaining due details from the treating doctor, i.e. “request for authorisation letter” (“RAL”). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related problem on the portal, then through email or fax. The medical team of ISA would get in touch with the treating doctor, if necessary.
- d. The RAL should reach the authorisation department of the ISA within 1 (one) hour of admission in case of emergency.
- e. In cases of failure to comply with the timelines stated in **Appendix I of RFE Volume I**, the health care provider shall forward the clarification for delay with the request for authorisation.
- f. The ISA shall ensure that in all cases, pre-authorisation request related decisions are communicated to the Health care Provider as per TAT mentioned in **Appendix I of RFE Volume I**. If there is no response from the ISA within prescribed TAT on the pre-authorisation request, the request of the health care provider shall be deemed to be automatically authorised and shall affect performance KPIs mentioned in **Appendix I of the RFE Volume I**
- g. The NHA shall not be liable to honour any claims from the Health Care Provider for procedures featuring in **Schedule 4**, for which the HCP does not have a pre-authorisation, if prescribed.
- h. Reimbursement of all claims for procedures listed under **Schedule 4** shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.

- i. The RAL form should be dully filled with clearly mentioned recommendation of Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.
- j. The ISA approves or recommends payment only after receipt of RAL and the necessary medical details. And only after the ISA has ascertained and negotiated the package with the HCP, shall issue the Authorization Letter (“AL”). This shall be completed within 6 (six) hours of receiving the RAL.
- k. In case the ailment is not covered, or the medical data provided is not sufficient for the medical team of the authorisation department to confirm the eligibility, the ISA can deny the authorisation or seek further clarification/ information.
- l. The ISA needs to file a report to the NHA explaining reasons for denial of every such pre-authorisation request.
- m. Denial of authorisation (DAL)/ guarantee of payment is by no means denial of treatment by the HCP. The HCP shall deal with such case as per their normal rules and regulations.
- n. Authorisation letter will mention the authorisation number and the amount authorized as a package rate for such procedure for which package has not been fixed earlier. The HCP must see that these rules are strictly followed.
- o. The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalization.
- p. The entry on the portal for claim amount blocking as well as discharge would record the authorisation number as well as package amount agreed upon by the HCP and the ISA.
- q. In case the balance sum available is less than the specified amount for the Package in case of beneficiary type of ‘Extension of AB-PMJAY Services’, the HCP should follow its norms of deposit/running bills etc. However, the HCP shall only charge the balance amount against the package from the beneficiary. The NHA upon receipt of the bills and documents would release the authorized amount.
- r. The ISA will not be liable in case the information provided in the RAL and subsequent documents during the course of authorisation is found to be incorrect or not fully disclosed.
- s. In cases where the Beneficiary is admitted in the HCP during the current Policy Cover Period but is discharged after the end of the Policy Cover Period, the claim has to be processed by the ISA and shall be paid by NHA from the Policy which was operating during the period in which the Beneficiary was admitted.

- t. ISA shall ensure adherence to guidelines issued and updated from time to time by NHA, regarding Claims Adjudication

11. Portability of Benefits

- a. The benefits are portable across the country and an eligible Beneficiary covered under the scheme convergence will be able to get benefits across the country at any HCP registered/empanelled under NHA.
- b. The ISA is required to honour claims from any healthcare provider within India and will settle claims within TAT provided in Appendix I of RFE Volume I document.

12. Settlement or Payment

12.1 Claim Payments and Turn-around Time

The ISA shall comply with the following procedure regarding the processing of Claims received from the Health Care Providers:

- a. The ISA shall require the Health Care Providers to submit their Claims electronically as early as possible as but not later than 7 (seven) days after discharge in the defined format to be prescribed by the NHA. If HCP fails to submit the claims within 7 (seven) days, the HCP shall take written permission from NHA/ concerned Ministry for submission of claims.
- c. The ISA shall require the eligible beneficiary to submit their reimbursement claims electronically as early as possible as but not later than 7 (seven) days after discharge in the defined format to be prescribed by the NHA. If beneficiary fails to submit the claims within 7 (seven) days, the beneficiary shall take written permission from nodal office defined under partner organization for submission of claims. Claims submitted by HCP beyond 21 days of discharge of patients will not be admissible. However, in case of Public HCPs this time may be relaxed as defined by NHA.
- d. The ISA agrees to be responsible for processing all claims and provide their recommendations regarding acceptance or rejection to NHA as per TAT provided in Appendix I of RFE Volume I document.
- e. The ISA shall decide on the acceptance or rejection of any Claim received from a Health Care Provider and provide clear recommendation to NHA
- f. If a Claim is rejected because the Health Care Provider making the Claim is not empanelled for providing the health care services in respect of which the Claim is made, then the ISA shall while rejecting the Claim inform the Beneficiary of an

alternate Health Care Provider where the benefit can be availed in future.

- g. The ISA agrees to be responsible for ensuring settlement of all claims **as per TAT mentioned in Appendix I of RFE Volume I**. The Claim Payment shall be made (based on the Package Rate or the Pre-Authorized Amount) if not rejected.
- h. If the Beneficiary is admitted by a Health Care Provider during a Policy Cover Period but is discharged after the end of such Policy Cover Period and the Policy is not renewed, then the arising Claim shall be paid in full subject to the available Sum Insured.
- i. All Claims audits shall be undertaken by qualified and experienced Medical Practitioners appointed by the ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Empanelment Agreement and relevant Policy. The ISA's medical staff shall not impart or advise on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.
- j. The ISA may collect at its own cost, complete Claim papers from the Health Care Provider, if required for audit purposes.
- k. The ISA agrees to, at all times, comply with Health Insurance Regulations and any other Laws issued or notified by the IRDAI in relation to the provision of Cashless Access Services and Claims processing.
- l. The ISA will validate the financial information and sanction all the claims forwarded by the CPD for final payment to the HCOs. ISA will be responsible for the accuracy of the claims and any discrepancy regarding allowance / disallowance of claims will completely be with the selected bidders. NHA would be indemnified 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
- m. The Central Claims Committee of the NHA shall undertake close scrutiny of all claims withheld for more than 10 (ten) days by ISA and if during its review the NHA determines that there was no prima facie reason for withholding the settlement of claims, the ISA shall treat such act of ISA as potential fraud and at its sole discretion may initiate investigations to uncover the motive behind withholding claims as per its Anti-Fraud Guidelines.
- n. The ISA shall submit monthly details of:
 - (i) all Claims that are under investigation to the nodal officer of the National Health Authority for its review
 - (ii) every Claim that is pending beyond Turn Around Time to the National Health Authority, along with its reasons for delay in processing such Claim; and
 - (iii) details of applicable penalty as per KPIs mentioned under Appendix I of RFE Volume I

- o. The ISA may collect at its own cost, complete Claim papers from the Health Care Provider, if required for audit purposes. This shall not have any bearing on the Claim Payments to the Health Care Provider.
- p. Guidelines for submission of claims, claims processing, handling of claim queries, and all other related details shall be as per prevalent NHA's Claims Adjudication guideline on the same.

12.2 Right of Appeal and Reopening of Claims

- a. The NHA Concerned Ministry/Convergence Partner or the DGNO or the DGRC, as the case maybe, may re-open the Claim, if the Health Care Provider submits the proper and relevant Claim documents that substantiates their right to re-open such claims.

13. No Duty of Disclosure

- a. Notwithstanding the issue of the RFE Documents and any other information provided by the National Health Authority prior to the date of this Empanelment Agreement, the ISA hereby acknowledges that it does not rely on and has not been induced to enter into this Empanelment Agreement or to provide the Covers or to assess the Fee for providing the Covers on the basis of any statements, warranties, representations, covenants, undertakings, indemnities or other statements whatsoever and acknowledges that none of the National Health Authority or any of its agents, officers, employees or advisors or any of the enrolled beneficiaries have given or will give any such warranties, representations, covenants, undertakings, indemnities or other statements.
- b. Prior to commencement of each Policy Cover Period, the National Health Authority undertakes to prepare or cause a third party to prepare the Beneficiary Database as correctly as possible. The ISA acknowledges that, notwithstanding such efforts being made by the National Health Authority, the information in the Beneficiary Database may not be accurate or correct and that the Beneficiary Database may contain errors or mistakes.
- c. Accordingly, the ISA acknowledges that the National Health Authority makes no warranties, representations, covenants, undertakings, indemnities or other statements regarding the accuracy or correctness of the Beneficiary Database that will be provided by it to the ISA.
- d. The ISA represents, warrants and undertakes that it has completed its own due diligence and is relying on its own judgment in assessing the risks and responsibilities that it will be undertaking by entering into this Empanelment Agreement and in

providing the Covers to the eligible Beneficiaries and in assessing the adequacy of the Fee for providing the Covers for the beneficiaries.

- e. Based on the acknowledgements of the ISA in this Clause, the ISA:
- (i) acknowledges and confirms that the National Health Authority has made no and will make no material disclosures to the ISA;
 - (ii) acknowledges and confirms that the National Health Authority shall not be liable to the ISA for any misrepresentation or untrue, misleading, incomplete or inaccurate statements made by the National Health Authority or any of its agents, officers, employees or advisors at any time, whether made wilfully, negligently, fraudulently or in good faith; and
 - (iii) hereby releases and waives all rights or entitlements that it has or may have:
 - to make any claim for damages and/or declare this Empanelment Agreement declared null and void; or
 - as a result of any untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars that affect the ISA's ability to provide the Covers.

14. Representations and warranties of the ISA

14.1 Representations and Warranties

The ISA represents, warrants and undertakes that:

- a. The ISA has the full power, capacity and authority to execute, deliver and perform this Empanelment Agreement and it has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver and perform its obligations under this Empanelment Agreement and that it is fully empowered to enter into and execute this Empanelment Agreement, as well as perform all its obligations hereunder.
- b. Neither the execution of this Empanelment Agreement nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:
 - (i) any provision of any agreement or other instrument to which the ISA is a party or by which it is bound.
 - (ii) any judgment, injunction, order, decree or award which is binding upon the ISA; and/or

- (iii) the ISA's Memorandum and Articles of Association or its other constituent documents.
- c. The ISA is duly registered with the IRDAI, has duly obtained renewal of its registration from the IRDAI and to the best of its knowledge, will not have its registration revoked or suspended for any reason whatsoever during the Term of this Empanelment Agreement. The ISA undertakes that it shall continue to keep its registration with the IRDAI valid and effective throughout the Term of this Empanelment Agreement.
- d. The ISA has conducted the claims processing and settlement business in India for at least 3 (three) Financial years i.e. 2021-22, 2022-23 & 2023-24 prior to the submission of its Bid and shall continue to be an ISA that is permitted under Law to carry on the business throughout the Tenure of this Empanelment Agreement.
- e. In the Financial Year prior to the submission of its Bid i.e. FY 2023-24, the ISA has maintained its solvency ratio in full compliance with the requirements of the IRDAI Solvency Regulations and the ISA undertakes that it shall continue to maintain its solvency ratio in full compliance with the IRDAI Solvency Regulations throughout the Tenure of this Empanelment Agreement.
- f. The ISA has complied with and shall continue to comply with all Laws, including but not limited to the rules or regulations issued by the IRDAI in connection with the conduct of its business and the scheme convergence Guidelines issued by NHA and/or the National Health Authority from time to time.
- g. The ISA has accepted the discovered Fees and accepted the terms and conditions of this Empanelment Agreement. The ISA will not deny any obligation on the grounds that: (i) the Fee is found financially unviable; or (ii) the assumptions taken by the ISA with its Bid have been:
- h. Without prejudice to above, the ISA is and shall continue to be capable of meeting its liabilities to servicing the Covers being provided by NHA under this Empanelment Agreement and has and shall continue to have sufficient infrastructure, trained manpower and resources to perform its obligations under this Empanelment Agreement.
- i. The ISA has at no time, whether prior to or at the time of submission of its Bid and at the time of execution of this Contract, been black-listed or been declared as ineligible from participating in government sponsored schemes (including the AB-PMJAY) by the IRDAI.
- j. After the issuance of each Policy, the ISA shall not withdraw or modify the Fee or the terms and conditions of the Covers provided to the Beneficiaries during the Tenure of this Empanelment Agreement.

- k. The ISA abides and shall continue to abide by the Health Insurance Regulations and the code of conduct prescribed by the IRDAI or any other governmental or regulatory body with jurisdiction over it, from time to time.

14.2 Continuity and Repetition of Representations and Warranties

The ISA agrees that each of the representations and warranties set out in **Clause 16.1** are continuing and shall be deemed to repeat for each day of the Tenure of the Contract.

14.3 Information regarding Breach of Representations and Warranties

The ISA represents, warrants and undertakes that it shall promptly, and in any event within 15 (fifteen) days, inform the National Health Authority in writing of the occurrence of a breach or of obtaining knowledge of a potential breach of any of the representations and warranties made by it in **Clause 16.1** at any time during the continuance of the Tenure of the Contract.

15. Project Office and Manpower

15.1 Project Office at the National Level

The ISA shall establish a Project Office at a convenient place at Delhi/NCR for coordination with the NHA on a regular basis within timeline provided under **Appendix I of RFE Volume I**

15.2 Organizational Set up and Functions

- a. In addition to the mandatory staff for the duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the scheme and for the performance of its obligations and discharge of its liabilities under the insurance Contract. List of staff provided under Schedule 2 are minimum manpower to start the project, but ISA must have sufficient manpower to perform the various functions of the scheme implementation.
- b. The ISA shall provide a list of all appointments and replacement of such personnel to the NHA within 7 days of all such appointments and replacements. The ISA shall ensure that its employees coordinate and consult with the NHA's corresponding personnel for the successful implementation of scheme and the due performance of the ISA's obligations and discharge of the ISA's liabilities under the Empanelment Agreement and the Policies issued hereunder.
- c. The ISA shall complete the recruitment/deploy of such employees within 15 days of the signing of the Empanelment Agreement and in any event, prior to commencement of the work.

16. Obligations of the Implementation Support Agency

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

- a. Processing of pre-authorization requests related to the scheme from the Registered/empanelled hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 3 (three) hours of receiving the preauthorization requests from the network hospital.
- b. Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and approve/reject the bills for the sanction of the bill and forward it to ACO within 7 (seven) days of receipt of complete claim so as to ensure payment within 12 (twelve) days of receipt of the bills from the network hospitals.
- c. Scrutinize the reimbursement bills of beneficiaries (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the National Health Authority within 7 (seven) days of receipt of complete claim so as to ensure payment within 12 (twelve) days of receipt of the bills from the network hospitals.
- d. Set up a fully operational Project office within TAT mentioned in Appendix I of RFE Volume I.
- e. Provide staff as detailed in as above clause number 17.
- f. Ensure audit as per Anti-Fraud Guidelines in coordination with SHA and NHA.
- g. Participate in and coordinate timely redressal of grievances in close coordination with the SHA and NHA.
- h. Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the ISA itself.
- i. Abide by the terms and conditions of the Empanelment Agreement throughout the Tenure of the Contract.
- j. Ensuring that the contact details of the project lead and other key officials of the Implementation Support Agency are updated from time to time and shared with NHA
- k. Ensure provision of services in absence of internet connectivity as provided in Section 22.

17. [Conditions Precedent of the ISA]

17.1 ISA's shall be mandatorily required to fulfill the Conditions Precedent mentioned below prior to start of the work.

- a. National office as mentioned above is set up and functional
- b. Appointment of the required staff

- c. Sharing the profile of each staff, including contact details with NHA

17.2 National Health Authority's Obligations

The National Health Authority shall mandatorily complete the following activities before the start of the policy:

- a. Payment of Fee as per schedule mentioned under Schedule 1 of RFE document
- b. Provide the Beneficiary Database to the ISA prior to the commencement of each Policy Cover Period at least 15 days prior to the scheduled date for start of policy.
- c. Sharing the list of HCPs and updates of the same from time to time
- d. Extension of support from already Set up State and District level Grievance committees as detailed out in this contract document.
- e. Set up Claims review committee as mentioned in 24.3.1 (b) (i)

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

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

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

19. Monitoring and Control

19.1 Scope of Monitoring

- a. Monitoring shall include supervision and monitoring of all the activities under the Convergence Project undertaken by the ISA and ensuring that the ISA complies with all the provisions of the Empanelment Agreement signed with the NHA and all contracts

and sub-contracts/ agreements issued by the ISA pursuant to the Empanelment Agreement with the NHA for implementation of Convergence Project.

- b. Monitoring shall include but not be limited to:
 - (i) Overall performance and conduct of the ISA.
 - (ii) Claims management process.
 - (iii)
 - (iv) Fraud control process
 - (v) Any other aspect/ activity of the ISA related to the implementation of the Scheme.

19.2 Monitoring Activities to be undertaken by the ISA

19.2.1 General Monitoring Obligations

Under the scheme convergence, the ISA shall monitor the entire process of implementation of the Scheme on an ongoing basis to ensure that it meets its obligations under its Empanelment Agreement with the NHA. Towards this obligation the ISA shall undertake, **but not be limited** to, the following tasks:

- a. Ensure compliance to all the terms, conditions and provisions of the Scheme.
- b. Ensure monitoring of processes for seamless access to cashless health care services by the beneficiaries under the provisions of the Scheme.
- c. Ensure monitoring of processes for timely claim processing and management of all claims of the HCPs.
- d. Ensure monitoring of processes/transactions/entities for fraud control
- e. Ensure fulfilment of minimum threshold levels as per the agreed Key Performance Indicators (KPIs) laid down in Appendix I of RFE Volume I
- f. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/ contracted by the ISA under the Scheme for the fulfilment of its obligations.

19.3 Monitoring Activities to be undertaken by the National Health Authority

19.3.1 Audits by the National Health Authority

- a. Audit of the audits undertaken by the ISA: The NHA shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the ISA.
- b. Direct audits: In addition to the audit of the audits undertaken by the ISA referred in **Clause 23.3.1.a**, the NHA shall have the right to undertake direct audits on a regular basis

conducted either directly by it or through its authorized representatives/ agencies including appointed third parties. Direct audits shall include:

- (i) **Claims audit:** For the purpose of claims audit, the NHA may constitute a **Claims Review Committee** (CRC) that shall look into 100 percent of the claims recommended for rejection or partially processed by the ISA or partially settled by NHA to assure itself of the legitimacy of the ISA's decisions. Claims settlement decisions of the ISA that are disputed by the concerned HCP shall be examined in depth by the CRC after such grievance of the HCP is forwarded by the concerned Grievance Redressal Committee (GRC) to the CRC.

CRC shall examine the merits of the case within 30 working days and recommend its decision to the concerned GRC. The GRC shall then communicate the decision to the aggrieved party (the HCP) as per the provisions specified in the Clause of Grievance Redressal Mechanism.

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

- Evidence of rigorous review of claims adjudication.
- Comprehensiveness of claims submissions (documentation) by the HCPs.
- Number of type of queries raised by the ISA during review of claims – appropriateness of queries.
- Accuracy of claims settlement.

- (ii) **Concurrent Audits:** The NHA shall have the right to set up mechanisms for concurrent audit of the implementation of the Scheme and monitoring of ISA's performance under this Empanelment Agreement.

19.3.2 Spot Checks by the National Health Authority

- a. The NHA shall have the right to undertake spot checks of national office of the ISA and the premises of the HCP without any prior intimation.
- b. The spot checks shall be random and will be at the sole discretion of the NHA.

19.3.3 Performance Review and Monitoring Meetings

- a. The NHA shall organize fortnightly meetings for the first 3 (three) months and monthly review meetings thereafter with the ISA. The NHA shall have the right to call for additional review meetings as required to ensure smooth functioning of the Scheme.
- b. The NHA shall issue the Agenda for the review meeting while communicating the date of the review meeting. As a rule, the Agenda shall have the following items:
 - (i) Review of action taken from the previous review meeting.
 - (ii) Review of performance and progress in the last quarter: utilization pattern, claims pattern, etc. This will be done based on the review of reports submitted by the ISA in

- the quarter under review.
- (iii) KPI Results review – with discussions on variance from prescribed threshold limits, if any.
 - (iv) Contracts management issue(s), if any.
 - (v) Risk review, fraud alerts, action taken of fraud alerts.
 - (vi) Inter ISA claim settlement
 - (vii) Any other issue/incident/ point of discussion
- c. All meetings shall be documented, and minutes shared with all concerned parties.
- d. Apart from the regular quarterly review meetings, the NHA shall have the right to call for interim review meetings as and when required on specific issues subject to approval by NHA.

19.4 Key Performance Indicators for the ISA

- a. A set of critical indicators where the performance level below the threshold limit set, shall attract financial penalties and shall be called **Key Performance Indicators (KPI)**. For list of KPIs, see **Appendix I of RFE Volume I**
- b. At the end of every 12 (twelve) months, if there is renewal of the Tenure of the Contract, the NHA shall have the right to amend the KPIs, which if amended, shall be applicable pre-emptively on the ISA and the ISA shall be obligated to abide by the same.

19.5 Performance Assessment

- a. Performance shall be measured as per timeline and threshold provided in Appendix I of RFE Volume I
- b. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the ISA.
- c. ISAs shall pay NHA all penalties imposed by the NHA in line with KPIs mentioned in Appendix I of RFE Volume I on the ISA within 15 (fifteen) days of receipt of Penalty Notice from NHA. NHA shall ensure that Penalty Notice contains all the details regarding penalties being imposed
- d. Penalty Notice shall be shared with ISA in each quarter and calculation of penalties shall be as detailed in Appendix I of RFE Volume I.
- e. If the ISA wishes to contest the penalty levied by NHA, it may represent to the NHA along with necessary documentary proof within 7 (seven) days of receipt of the notice.

- f. NHA may examine the evidence and facts and arrive at final penalty amount/decision and shall convey the same to ISA within 7 (seven) days of receipt of documentary proof by the ISA.
- g. In the event of delay due to IT system downtime, KPI penalties shall not be applicable
- h. Along with monitoring of KPIs, NHA may issue rectification orders to ISA. All such rectifications shall be undertaken by the ISA within 30 (thirty) days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- i. At the end of the rectification period, the ISA shall submit an Action Taken Report with evidences of rectifications done, to the NHA.
- j. If the NHA is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the ISA and shall have the right to take appropriate actions within the overall provisions of the Empanelment Agreement between the NHA and the ISA.

19.6 Penalties

KPI related penalties are provided in the KPI table in **Appendix I of RFE Volume I**.

20. Subcontracting

ISA is not allowed to subcontract any or part of its work under the Empanelment Agreement to any third-party agency

21. Reporting Requirements

- a. The ISA shall submit all reports mandated by NHA over email / physically
- b. The NHA shall review all progress reports and provide feedback, if any, to the ISA.
- c. All Audits reports shall be reviewed by the NHA and based on the audit observations, determine remedial actions, wherever required.

Appendix 1: Empanelment Agreement

This Agreement for the implementation of Convergence schemes on National Health Authority’s IT platform to provide cover to select population groups (the **Empanelment Agreement**) is made at _____ on _____:

BETWEEN

NATIONAL HEALTH AUTHORITY, represented by the _____, having his principal office at _____ (hereinafter referred to as the “**National Health Authority or NHA**”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, represented through _____;

AND

M/s _____ TPA, a private / Public Limited Company, having CIN No. _____ and having its registered office at _____ (hereinafter referred to as the “**Implementation Support Agency or ISA**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, represented through _____.

The National Health Authority and the ISA shall collectively be referred to as the **Parties** and individually as the **Party**.

WHEREAS

- A. NHA implementing “AYUSHMAN BHARAT Pradhan Mantri Jan Arogya Yojana” for nearly 10.74 crore eligible Beneficiaries families in India, under which Risk Cover (RC) of INR 5,00,000 (INR Five Lakh only) is provided on family floater basis.
- B. NHA has decided to extend AB-PM JAY benefit coverage to certain population groups and converge with notified schemes to provide their beneficiaries with access to NHA empaneled hospitals and IT platform. The details regarding the beneficiary families and Benefit Risk Cover are as under:

Beneficiary Group Type	Benefit Risk Cover
Convergence of Scheme	<ul style="list-style-type: none"> Cashless and paperless health care services provided at Health Care Providers for defined packages inclusive of OPD consultation, diagnostic and hospitalization including day care surgery and follow –up care in as per

	<p>defined health & benefit package. Reimbursement for other health care services including emergency services in non-empanelled (or empanelled) health care providers.</p>
<p>Extension of AB-PM JAY Benefits</p>	<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 INR5,00,000 (INR Five Lakh only) On family floater basis

Note: In addition to the minimum number of eligible Beneficiary Family Units or beneficiary groups as given above, NHA may add more beneficiaries or beneficiary groups or services from time to time if required as part of additional sponsored category

- C. The objective of Convergence Project is to increase access of other scheme beneficiaries to AB- PM JAY empaneled hospitals and extend AB-PM JAY benefits to certain population groups. In addition to the number of eligible Beneficiary Family Units or beneficiary groups as given above, NHA may add more beneficiaries or beneficiary groups from time to time if required as part of additional sponsored category.
- D. On the National Health Authority commenced a Bidding Process by issuing RFP documents inviting Third Party Administrators to submit their bids for supporting the implementation of the Convergence project with AB_PM JAY. Pursuant to the RFP documents, the bidders were required to submit their bids by [dd/mm/yyyy], the last date of bid submission.
- E. Following a process of evaluation of qualification and technical bids submitted by bidders, the NHA accepted the Bid of the ISA for the support for implementation of the scheme convergence. The National Health Authority issued a notification of award dated (“the NOA”) and requested the ISA to execute this Empanelment Agreement. The ISA accepted the NOA on
- F. The ISA represents and warrants that it has the experience, capability and know-how required for carrying out the support services and has agreed to provide support for health protection services and provision of the Benefit Cover (defined below) to the eligible Beneficiaries (defined below) for supporting Convergence project with AB PM-JAY in the entire country.
- G. Subject to the terms, conditions and exclusions set out in this Empanelment Agreement based on the RFP Conditions and Policy (defined below), the ISA undertakes that during a Policy Cover Period (defined below) of such Policy the ISA will provide the following support services to any Beneficiary (defined below) covered by such Policy or National Health Authority (defined below) or other defined stakeholders:

- (i) Processing of pre-authorization requests related to the hospitalisation services as per defined packages from the Health Care Providers (“HCPs”). Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 3 (three) hours of receiving the preauthorization requests from the HCP.
- (ii) Scrutinize the bills from the network hospitals and individual beneficiaries for the reimbursement (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the National Health Authority within 7 (seven) days of receipt of complete claim
- (iii) Validate the financial information and sanction claims, approved by claim panel doctors, for final payment to the hospitals
- (iv) Fraud detection and control including providing a team with adequate manpower to analyse data for claims patterns, frauds and support the NHA/SHA in taking actions against the fraudulent acts of HCPs and other related involved parties.
- (v) Provide and equate and competent manpower as per Schedule 2

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1 Definition and Interpretations

In the Empanelment Agreement the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:

- i. “Empanelment Agreement” shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFE
- ii. “Empaneled Agency shall mean organization who is selected as the successful Bidder under in terms of RFE.
- iii. “Intellectual Property Rights / IPR” shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
 - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
 - b. All reversions, extensions and renewals of any such rights.

“Pre-existing work” shall mean any material / information which is: Created, developed and/or provided prior to the Effective Date of the Empanelment Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material /information pre-exist the

Agreement and has no relation / connection with the Agreement.

- iv. "Project" shall mean provision of services to NHA of the RFE.

In the Empanelment Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFE and Conditions of Contract.

2 Interpretation:

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Empanelment Agreement and to RFE
- b. use of any gender includes the other genders.
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established.
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time.
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight.
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of are generally close for business);
- h. references to times are to Indian Standard Time.
- i. a reference to any other document referred to in the Empanelment Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Empaneled Agency/ Successful Bidder/Agency has been used for the same entity i.e. bidder selected for the project under terms of the RFE
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

3 Ambiguities

In case of ambiguities or discrepancies within the Agreement, the following

principles shall apply:

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.
- (ii) as between the provisions of the Empanelment Agreement and the Schedules/Annexures, the Empanelment Agreement shall prevail, save and except as expressly provided otherwise in the Empanelment Agreement or the Schedules/Annexures.
- (iii) As between the provisions of RFE and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFE;
- (iv) As between any value written in numerals and that in words, the value in words shall prevail

4 Priority of Documents:

The following documents shall be deemed to form and be read and construed as part of the Empanelment Agreement viz:

- (i) This Empanelment Agreement read with Work Order and Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the Empanelment Agreement
- (iv) RFE Document No _____ 2025 along with subsequently issued Corrigendum
- (v) Technical proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFE, to the extent they are not inconsistent with any terms of the RFE.

Note: The Terms and Conditions as specified in the RFE shall be construed as part of this Agreement. In contradiction of any clause of this Agreement and RFE, the terms of RFE shall supersede this Agreement to the extent the same has not been modified in terms of this Agreement or any amendment thereto executed in writing between the Parties.

5 Term and Termination

5.1 Term

This Empanelment Agreement Empanelment Agreement shall come into effect on <***> 2024 (hereinafter the 'Effective Date') and the empanelment shall be valid for an initial period of 3 (three) years from the effective date and subject to renewal every 12 (twelve) months at the discretion of NHA up to two (2) years on such terms and conditions as approved by NHA. The decision of contract extension shall be solely at the option of NHA

and cannot be claimed by the Empaneled Agency as a matter of right. The renewal of the Agreement also depends upon:

- a. expiration of the Policy Cover Period under each Policy issued under this Empanelment Agreement.
- b. the discharge of all the ISA's liabilities for all Claims made by the Health Care Providers on or before the date of expiration of the Policy Cover Period for each Policy. For the avoidance of doubt, this shall include a discharge of the ISA's liability for all amounts blocked for the Beneficiaries before the date of expiration of such Policy Cover Period; and
- c. the discharge of all the ISA's liabilities to the National Health Authority, including for refund of any Fee for any of the previous Policy Cover Periods.

The ISA undertakes that it shall discharge all its liabilities in respect of all such Claims raised in respect of each Policy and all of its liabilities to the National Health Authority within 45 (forty- five) days of the date of expiration of the Policy Cover Period for that Policy.

The period of validity of this Empanelment Agreement shall be the **Term**, unless this Empanelment Agreement is terminated earlier.

5.2 Termination by the National Health Authority

- a. The National Health Authority shall have the right to terminate this Empanelment Agreement upon the occurrence of any of the following events (each an **ISA Event of Default**), provided that such event is not attributable to a Force Majeure Event:
 - (i) the ISA fails to duly obtain a renewal of its registration with the IRDAI or the IRDAI revokes or suspends the ISA's registration for the ISA's failure to comply with applicable Insurance Laws or the ISA's failure to conduct the general or health insurance business in accordance with applicable Insurance Laws or the code of conduct issued by the IRDAI; or
 - (ii) If at any time any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the ISA to the NHA, or any part thereof, shall be in arrears and unpaid within 60 days of receipt of a written notice from the NHA requesting payment thereof:
or
 - (iii) the ISA is otherwise in material breach of this Empanelment Agreement that remains uncured despite receipt of a 30-day cure notice from the NHA;
or
 - (iv) any representation, warranty or undertaking given by the ISA proves to be incorrect in a material respect or is breached; or
 - (v) The ISA has successively infringed the terms and conditions of the Empanelment

Agreement Empanelment Agreement and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Empanelment Agreement Empanelment Agreement by the ISA; or

- (vi) The ISA has failed to perform or discharge any of its obligations in accordance with the provisions of the Empanelment Agreement with NHA unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the NHA without any contributory factor of the ISA; or
- (vii) The ISA has engaged or has knowingly allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Empanelment Agreement Empanelment Agreement; or
- (viii) The ISA has been adjudged as bankrupt or become insolvent; or
- (ix) Any petition for winding up of the ISA has been admitted and liquidator or provisional liquidator has been appointed or the ISA has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the NHA, provided that, as part of such or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the ISA under the Empanelment Agreement Empanelment Agreement; or
- (x) The ISA has abandoned the Project Office(s) of the AB-PMJAY and is non- contactable for 2 (two) weeks from date of issuance of empanelment over phone and email; or
- (xi) Performance against KPI is below the threshold specified in **RFE Volume I, including pertaining to SPD trigger**; or
- (xii) Intentional or unintentional act of undisputedly proven fraud committed by the ISA.

b. Upon the occurrence of an ISA Event of Default, the National Health Authority may, without prejudice to any other right it may have under this Empanelment Agreement Empanelment Agreement, in law or at equity, issue a notice of its intention to terminate this Empanelment Agreement Empanelment Agreement to the ISA ("**Preliminary Termination Notice**").

If the ISA fails to remedy or rectify the ISA Event of Default stated in the Preliminary Termination Notice within 30 (thirty) days of receipt of the Preliminary Termination Notice, the National Health Authority will be entitled to terminate this Empanelment Agreement Empanelment Agreement by issuing a final termination notice ("**Final Termination Notice**").

c. NHA will provide pro rata Fee for the period for which ISA has provided the policy within 30 (thirty) days of end of policy. In case excess Fee with respect to pro rata policy has been already received by the ISA, then ISA shall be required to remit the excess Fee excluding the Fee due for the pro rata period to NHA/SHA within 30 (thirty) days of end of policy.

5.3 Mutual Termination

Either party may terminate this agreement upon mutual written agreement of both parties. In the event of termination, both parties agree to provide notice period of 90 days written notice to the other party. Upon termination, ISA agency shall be entitled to receive payment for all services rendered up to the termination date, and both parties shall cooperate in good faith to ensure a smooth transition of responsibilities. No termination fees or penalties shall apply, provided that both parties fulfill their obligations as outlined in this agreement up to the termination date.

5.4 Termination Date

The Empanelment Agreement shall stand terminated when:

- a. Upon occurrence of an ISA Event of Default, the date of issuance of the Final Termination Notice.

or

- b. Upon occurrence of a Force Majeure Event, the date of expiration of the written notice sent by either of the Parties.

5.5 Consequences of Termination

Upon termination of this Empanelment Agreement Empanelment Agreement, the ISA shall:

- a. Continue to provide the benefits in respect of the Covers to the Beneficiaries until the Termination Date.

National Health Authority on the Termination Date (where termination is due to an ISA Event of Default or a Force Majeure Event), **Total amount** is to be paid by the National Health Authority to the ISA for the Period in which the Termination Date occurs based on the defined deliverables and KPIs.

ISA will payback if the total amount payable to ISA is less than what ISA has already received from NHA. Such payment shall be made by the ISA to the National Health Authority exclusive of all applicable taxes and duties. The ISA agrees to bear and pay all applicable taxes and duties in respect of such amount.

- b. Continue to be liable for all Claims made by the Health Care Providers on or before the Termination Date, including:
 - (i) all claims blocked for treatment of the Beneficiaries before the Termination Date, where the Beneficiaries were discharged after the Termination Date; and

- (ii) all claims that were pre-authorized for Claim Payment before the Termination Date, where the pre-authorization has occurred prior to the Termination Date but the Beneficiaries were discharged after the Termination Date.

The ISA undertakes that it shall discharge its liabilities in respect of all such Claims raised within 45 days of the Termination Date.

5.6 Migration of Policies Post Termination

- a. At least 120 (one hundred twenty) days prior to the expiration of this Empanelment Agreement or ___ days from termination date, the NHA may issue a written request to the ISA seeking a migration of the Policies for all the project in the Service Area (Migration Request) to another Third-Party Administrator (New ISA).
 - b. Once the NHA has issued such a Migration Request:
 - i. The NHA shall have the right to identify the New ISA to whom the Policies will be migrated up to 30 (thirty) days prior to the expiration date or ___ days from the Termination Date.
 - ii. The NHA shall also have the right to withdraw the Migration Request at any time prior to the 30 (thirty) day period immediately preceding the expiration date or the Termination Date. If the NHA chooses to withdraw the Migration Request, then the remaining provisions of this Clause 28.6 shall not apply from the date of such withdrawal and this Empanelment Agreement shall terminate forthwith upon the withdrawal of the Migration Request.
 - c. Upon receiving the Migration Request, the ISA agrees to commence preparing Claims data, and current status of implementation of training provided to Health Care Providers and any other information sought by the NHA in the format prescribed by the NHA at that point in time.
- a Within 7 days of receiving notice of the New ISA, the ISA agrees to promptly make available all of the data prepared by it to the New ISA.
- b The ISA shall not be entitled to:
- i refuse to service any Claims made by the HCPs on or before the date of expiration or the Termination Date until the migration process has been completed and the New ISA assumes all of the services under the Policies for the Service Area; or
 - ii charge from the NHA, the New ISA or any third person any commission, additional charges, loading charges or otherwise for the purpose of migrating the Policies to the New ISA.

- c The ISA agrees to be entitled to retain the proportionate Fees for the period between the date on which a termination notice has been issued and the earlier to occur of: (i) the date on which the New ISA assumes all the risks under the Policies; and (ii) the date of withdrawal of the Migration Request (**the Migration Termination Date**).

5.7 Hand-Over Obligations

Without prejudice to the provisions of Clause 30.6, on expiration of the Term or on the Termination Date, the ISA agrees to:

- a assign all of its rights, but not any other obligations or liabilities in favour of the National Health Authority or to the New ISA, provided that the ISA has received a written notice to this effect at least 30 (thirty) days prior to the date of expiration of the Term or the Termination Date;
- b hand-over, transfer and assign all rights and title to and all intellectual property rights in all data, information and reports in favour of the National Health Authority or to the New ISA, whether such data, information or reports have been collected, collated, created, generated or analysed by the ISA or its intermediaries or service providers on its behalf and whether such data, information and reports is in electronic or physical form.

6 Force Majeure

6.1 Force Majeure Event

A **Force Majeure Event** shall mean the occurrence of any of the following events, which are beyond the reasonable control and influence of a Party (the “**Affected Party**”) and cause delay and/or inability for the Affected Party to fulfil its obligations under this Empanelment Agreement :

- a. fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout or other Acts of God.
- b. war, riot, blockade, insurrection, acts of public enemies, civil disturbances, terrorism, sabotage or threats of such actions; and

strikes, lock-out or other disturbances or labour disputes, not involving the employees of such Party or any intermediaries appointed by it, but regardless of the extent to which the conditions in the first paragraph of this **Clause 28.1** are satisfied, Force Majeure Event shall not include:

- a. a mechanical breakdown; or
- b. weather conditions, which should reasonably have been foreseen by the Affected Party and which were not unusually adverse; or
- c. on-availability of or increase in the cost (including as a result of currency exchange rate

fluctuations) of suitably qualified and experienced labour, equipment or other resources, other than the non-availability of equipment due to an event that affected an intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or

- d. economic hardship or lack of money, credit or markets; or
- e. events of physical loss, damage or delay to any items during marine, air or inland transit to the project area unless the loss, damage or delay was directly caused by an event that affected a intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or
- f. late performance or other breach or default by the ISA (including the consequences of any breach or default) caused by the acts, omissions or defaults of any intermediary appointed by the ISA unless the event that affected the intermediary and caused the act, omission or default would have come within the definition of Force Majeure Event under **Clause 28.1** if it had affected the ISA; or
- g. a breach or default of this Empanelment Agreement (including the consequences of any breach or default) unless it is caused by an event that comes within the definition of Force Majeure Event under **Clause 28.1**; or
- h. the occurrence of a risk that has been assumed by a Party to this Contract; or
- i. any strike or industrial action that is taken by the employees of the ISA or any intermediary appointed by the ISA or which is directed at the ISA; or
- j. the negligence or wilful recklessness of the ISA, the intermediaries appointed by it, their employees or other persons under the control and supervision of the ISA.

6.2 Limitation on the Definition of Force Majeure Event

Any event that would otherwise constitute a Force Majeure Event pursuant to **Clause 28.1** shall not do so to the extent that the event in question could have been foreseen or avoided by the Affected Party using reasonable *bona fide* efforts, including, in the case of the ISA, obtaining such substitute goods, works, and/or services which were necessary and reasonable in the circumstances (in terms of expense and otherwise) for performance by the ISA of its obligations under or in connection with this Empanelment Agreement.

6.3 Claims for Relief

- a. If due to a Force Majeure Event, the Affected Party is prevented in whole or in part from carrying out its obligations under this Empanelment Agreement, the Affected Party shall

notify the other Party accordingly (“**Force Majeure Notice**”).

- b. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of the occurrence of the Force Majeure Event.
- c. Each Force Majeure Notice shall:
 - (i) fully describe the Force Majeure Event;
 - (ii) specify the obligations affected by the Force Majeure Event and the extent to which the Affected Party cannot perform those obligations;
 - (iii) estimate the time during which the Force Majeure Event will continue; and
 - (iv) specify the measures proposed to be adopted to mitigate or minimise the effects of the Force Majeure Event.
- d. As soon as practicable after receipt of the Force Majeure Notice, the Parties shall consult with each other in good faith and use reasonable endeavors to agree upon appropriate mitigation measures to be taken to mitigate the effect of the Force Majeure Event and facilitate continued performance of this Empanelment Agreement.
- e. Subject to the Affected Party having complied with its obligations under **Clause 30.3**, the Affected Party shall be excused from the performance of the obligations that is affected by such Force Majeure Event for the duration of such Force Majeure Event and the Affected Party shall not be in breach of this Empanelment Agreement for such failure to perform for such duration; provided however that no payment obligations (including Claim Payments) shall be excused by the occurrence of a Force Majeure Event.

6.4 Mitigation of Force Majeure Event

Upon receipt of a Force Majeure Notice, each Party shall:

- a. mitigate or minimise the effects of the Force Majeure Event to the extent reasonably practicable; and
- b. take all actions reasonably practicable to mitigate any loss suffered by the other Party as a result of the Affected Party's failure to carry out its obligations under this Empanelment Agreement.

6.5 Resumption of Performance

When the Affected Party is able to resume performance of the obligations affected by the Force Majeure Event, it shall give the other Party a written notice to that effect and shall promptly resume performance of its affected obligations under this Empanelment Agreement.

6.6 Termination upon Subsistence of Force Majeure Event

If a Force Majeure Event continues for a period of 4 weeks [could be specified in days] or more within a continuous period of 365 days, either Party may terminate this Empanelment Agreement by giving the other Party 90 days' written notice.

7 Assignment

7.1 Assignment by ISA

Unless mentioned otherwise in the Empanelment Agreement, none of the Policy and right, interest or Claim or Policy or any obligations or liabilities of the ISA arising under this Empanelment Agreement or Policy or any sum or sums which may become due or owing to the ISA, may be assigned, transferred, pledged, charged or mortgaged by the ISA.

7.2 Assignment by Beneficiaries or Health Care Providers

- a. The Parties agree that each Policy shall specifically state that no Beneficiary shall have the right to assign or transfer any of the benefits or the Covers made available to it under this Empanelment Agreement or any Policy.
- b. The Parties agree that the Health Care Providers may assign, transfer, pledge, charge or mortgage any of their rights to receive any sums due or that will become due from the ISA in favour of any third party.

Without limiting the foregoing, the Parties acknowledge that the public Health Care Providers

in the Service Area that are under the management of Rogi Kalyan Samitis may assign all or part of their right to receive Claims Payments from the ISA in favour of the Government of ___or any other department, organization or public body that is under the ownership and/or control of the Government of India On and from the date of receipt of a written notice from the public Health Care Providers in the Service Area or from the Government of India the ISA shall pay all or part of the Claims Payments to the person(s) so notified.

8 Confidentiality of Information and Data Protection

8.1. ISA will treat any and all such information which has come to the knowledge of the ISA that may relate but not be limited to scheme convergence of AB PM-JAY scheme, Disclosing Party's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, 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 (including the scheme convergence and AB PMJAY Scheme) , that is supplied by Disclosing Party to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the scope of this Agreement

“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per Applicable Laws of India as amended from time to time.

The Term confidential information shall include all non-public, especially health, treatment and payment related information, and either party shall not disclose or use such information in a manner contrary to the purposes of this Contract and/or the Applicable Laws.

All the beneficiary and transaction data generated through the scheme shall be kept securely by the ISA and will not be shared with any other agency than the ones defined and/or specifically permitted in the Contract

8.2. The obligation of confidentiality with respect to Confidential Information will not

apply to any information:

If the information is or becomes publicly known and available other than as a result of prior authorized disclosure

If the ISA is legally compelled by Applicable Law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the ISA gives prompt written notice of that fact to NHA prior to disclosure so that the NHA may request a protective order or other remedy, the ISA may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

8.3. Obligation to Maintain Confidentiality:

ISA agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Contract.

Confidential Information provided by NHA is and will remain the sole and exclusive property of the scheme convergence and will not be disclosed or revealed by ISA except (i) to other employees of the ISA who have a need to know such information and agree to be bound by the terms of this Contract or (ii) with the NHA’s express prior written consent.

Upon termination of this Contract, ISA will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the ISA and its employees for this engagement are either returned to the NHA.

ISA shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Contract pursuant to Paragraph 32.2 above. The onus to prove that the exclusion is applicable is on the ISA.

8.4 As prerequisite to signing of the contract, ISA shall sign Non-Disclosure Agreement (Appendix VI of RFE document) and Individual Confidentiality Undertaking (provided in Appendix VII of RFE document)

9 Intellectual Property Rights

Each party will be the owners of their intellectual property rights (“IPR”) involved in this project and will not have any right over the IPR of the other party. Both parties agree that for the purpose of fulfilling the conditions under this contract they may allow the other party to only use their IPR for the Tenure of the Contract only. However, after the end of the contract no parties will have any right over the IPR of other party.

NHA shall have a right in perpetuity to use such newly created IPR, which may not be limited to processes, products, specifications, reports, drawings and any other documents produced leveraging any data which it has got access to during the performance and completion of services under this Agreement and for the purposes of inter-alia use of such services under this Agreement. ISA undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the

services of this Agreement to the NHA.

10 Publicity

ISA shall not use the trademarks and /or IPR of NHA and/or anything related to scheme convergence or AB-PMJAY scheme without the prior written consent of NHA and/or any Competent Authority who is authorised to give such permission. ISA shall not publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement or the business of the Parties or relating to scheme convergence without prior reference to and approval in writing from NHA for purposes other than those covered under scope of this Agreement.

11 Indemnification and Limitation of Liability:

ISA (the "Indemnifying Party") undertakes to indemnify, hold harmless the NHA (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

- 11.1 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 11.2 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. For the purpose of this clause, "one time of the total contract value" shall mean 100% of contract value of the respective work order/ Terms of Reference/RFQ issued through RFE.
- 11.3 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

12 Entire Agreement

This Empanelment Agreement entered into between the Parties represents the entire agreement between the Parties setting out the terms and conditions for the provision of benefits in respect of the scheme convergence Cover to the Beneficiaries that are covered by the ISA.

13 Relationship

- a. The Parties to this Empanelment 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 or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- b. This Empanelment Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- c. The engagement of any intermediaries or service providers by the ISA shall not in any manner create a relationship between the National Health Authority and such third parties.

14 Variation or Amendment

- a. Except as expressly set forth in this Empanelment Agreement, no variation or amendment of this Empanelment Agreement shall be binding on either Party unless and to the extent that such variation is recorded in a written document executed by both Parties but where any such document exists and is so signed, neither Party shall allege that such document is not binding by virtue of an absence of consideration.
- b. Notwithstanding anything to the contrary in **Clause 14(a)** above, the ISA agrees that the NHA and the National Health Authority shall be free to issue scheme convergence Guidelines from time to time (including pursuant to the issuance of recommendations of the Working Group constituted by the NHA) and the ISA shall comply with all such scheme convergence Guidelines issued during the Term, whether or not the provisions or terms of such scheme convergence Guidelines have the effect of varying or amending the terms of this Empanelment Agreement.

15 Severability

If any provision of this Empanelment Agreement is invalid, unenforceable or prohibited by law, this Empanelment Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Empanelment Agreement shall be valid, binding and of the like effect as though such provision was not included herein.

16 Notices

Any notice given under or in connection with this Empanelment Agreement shall be in writing and in the English language. Notices may be given, by being delivered to the address of the addressees as set out below (in which case the notice shall be deemed to be served at the time of delivery) by registered post or by fax (in which case the original shall be sent by registered post).

To: **ISA**

Attn: Mr. / Ms. _____

E-Mail: _____

Phone: _____

Fax: _____

To: **National Health Authority**

Attn: Mr. / Ms. _____

E-Mail: _____

Phone: _____

Fax: _____

17 No waiver

Except as expressly set forth in this Empanelment Agreement, no failure to exercise or any delay in exercising any right, power or remedy by a Party shall operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing.

18 Governing Law and Jurisdiction

- a. This Empanelment Agreement and the rights and obligations of the Parties under this Empanelment Agreement shall be governed by and construed in accordance with the substantive and procedural Laws in force in India.
- b. The courts in Delhi shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Empanelment Agreement.

19 Dispute Resolution

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from

the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi, India

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of Delhi, India.

Arbitration proceedings shall be conducting in English language only.

IN WITNESS WHEREOF, the Parties have caused this Empanelment Agreement to be executed by their duly authorized representatives as of the date stated above.

SIGNED, SEALED and DELIVERED

For and on behalf of
NHA of _____

Represented by

In the presence of:

(1)

(2)

SIGNED, SEALED and DELIVERED

For and on behalf of
ISA _____

Represented by

In the presence of:

(1)

(2)