

**Tender Document for Selection of Implementation Support Agency for
providing support services for the implementation of Ayushman Bharat
–Madhya Pradesh (AB-MP, Niramayam)**

**AYUSHMAN BHARAT – DEEN DAYAL SWASTH SURAKSHA PARISHAD (AB-DDSSP),
PUBLIC HEALTH AND FAMILY WELFARE DEPARTMENT,
GOVERNMENT OF MADHYA PRADESH**

PUBLISHED ON 15th AUGUST, 2018

Tender Number: 01/2018
DEEN DAYAL SWASTH SURAKSHA PARISHAD (AB-DDSSP),
IEC Bureau, JP Hospital Campus
Bhopal, Madhya Pradesh, 462003.

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ABBREVIATIONS

AB-DDSSP	Ayushman Bharat – Deen Dayal Swasthya Suraksha Parishad
AB-MP	Ayushman Bharat – Madhya Pradesh (Niramayam)
AB-NHPM	Ayushman Bharat - National Health Protection Mission
AL	Authorization Letter (from the ISA)
BFU	Beneficiary Family Unit
CCGMS	Central Complaints Grievance Management System
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
INR	Indian National Rupees
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of MP
NGRC	National Grievance Redressal Committee
NHA	National Health Agency
NOA	Notice of Award
NFSA	National Food & Security Act
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
UCN	Unique Complaint Number
UT	Union Territories

**GOVERNMENT OF MADHYA PRADESH
PUBLIC HEALTH AND FAMILY WELFARE DEPARTMENT
AYUSHMAN BHARAT – DEEN DAYAL SWASTH SURAKSHA PARISHAD (AB-DDSSP)**

TENDER NOTICE

AYUSHMAN BHARAT-MADHYA PRADESH (AB-MP (Niramayam))

Competitive bids are invited from the companies (registered under companies act 1956) associated with health care related activities, having experience in medical claim processing and can provide IT support for claim processing for the implementation of Ayushman Bharat-Madhya Pradesh (AB-MP (Niramayam)) in Madhya Pradesh for eligible families of all the 51 Districts of the State. The tender document for this may be downloaded from the website <http://www.mpeproc.gov.in> , <http://www.health.mp.gov.in> and <http://www.mpphscl.in> .

The technical and financials bids should be submitted in the said format online on website <http://www.mpeproc.gov.in>. Additionally hard copies of technical bids should be submitted in sealed envelope by the bidder in a cover duly sealed and super- scribed. The Technical & Financial bids will be evaluated by the Bid Evaluation Committee. Following schedule will be observed in this regard.

1	Pre bid meeting:	21/08/2018 (at 12:00 hrs)
2	Last date for physical & online Submission of bid:	04/09/2018 (at 17:30 hrs)
3	Opening of technical bids:	05/09/2018 (at 13:00 hrs)
4	Opening of financial bids:	10/09/2018 (at 14:00 hrs)

The completed technical bid & financial bid documents should be submitted online through MP eProcurement Portal (<https://www.mpeproc.gov.in/>) and physical copies of Technical Bid should be submitted before 17:30 hrs. of 04th September, 2018, at the following address:-

Office of Chief Executive Officer,
Ayushman Bharat – Deen Dayal Swasth Suraksha Parishad (AB-DDSSP)
1st floor, IEC Bureau, Jai Prakash District Hospital Compound,
1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462003
Email: ayushman.bharat@mp.gov.in

All correspondence / communications regarding the scheme should be made at the above address.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Department of Health & Family Welfare, Government of Madhya Pradesh, hereinafter referred to as the State Government, acting through the Ayushman Bharat – Deen Dayal Swasth Suraksha Parishad (AB-DDSSP) also known here forth as State Health Agency (SHA), or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document along with all its Volumes and such other terms and conditions subject to which such information is provided.

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

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

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

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

The issue of this Tender Document does not imply that the State Government is bound to appoint the Successful Bidder as the Implementation Support Agency, as the case may be, and the State Government reserves the right to reject all or any of the Bidders or Bids or not to enter into a Contract for the implementation of the Ayushman Bharat – Madhya Pradesh (AB-MP) Niramayam in the State, without assigning any reason whatsoever.

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

Definitions and Interpretations

AB-Madhya Pradesh shall refer to Ayushman Bharat – Madhya Pradesh Niramayam managed and administered by the Public Health and Family Welfare Department, Government of Madhya Pradesh through State Health Agency (SHA)/ Ayushman Bharat – Deen Dayal Swasthya Suraksha Parishad (AB-DDSSP), with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empaneled Health Care Providers.

AB-Madhya Pradesh Beneficiary Database refers to all AB-MP (Niramayam) Beneficiary Family Units, as defined in Category under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State along with along with beneficiaries under the National Food Security Act & Sambal beneficiaries (enrolled as laborers from the unorganized sectors) henceforth in the document.

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

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

Beneficiary means a member of the AB-Madhya Pradesh Niramayam Beneficiary Family Units who is eligible to avail benefits under the scheme.

Beneficiary Family Unit refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 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 broadly 11 defined occupational un-organized workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State along with families who are beneficiaries under National Food Security Act of Madhya Pradesh & Sambal beneficiaries (enrolled as workers from the unorganized sectors) not falling under the SECC beneficiary list of the State referred to as AB-MP (Niramayam) Beneficiary Family Unit henceforth in the document.

Benefit Package refers to the package of benefits that the insured families would receive under the AB-Madhya Pradesh.

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

Bidder shall mean any eligible Implementation Support Agency which has submitted its bid in response to this Tender released by the State Government.

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

EHCP or Empanelled Health Care Providers shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the Ayushman Bharat – Deen Dayal Swasthya Mission.

IEC shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, under the directions of the State Government that are aimed at promoting information and awareness about the Ayushman Bharat - Madhya Pradesh and its benefits to the potential beneficiaries in particular and to the general population at large.

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

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

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

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

NHA shall mean the National Health Agency set up by the Ministry of Health and Family Welfare, Government of Madhya Pradesh with the primary objective of coordinating the implementation, operation and management of AB-MP (Niramayam). It will also foster co-ordination and convergence with other similar schemes being implemented by the State Government.

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

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

State Health Agency (SHA) refers to Ayushman Bharat – Deen Dayal Swasthya Suraksha Parishad (AB-DDSSP), set up by the Public Health and Family Welfare Department, Government of Madhya Pradesh for the purpose of coordinating and implementing the Ayushman Bharat – Madhya Pradesh.

Scheme shall mean the Ayushman Bharat – Madhya Pradesh Niramayam managed and administered by the Ministry of Health and Family Welfare, Government of Madhya Pradesh.

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

Service Area refers to the entire State of Madhya Pradesh covered along with all the empanelled hospitals in the scheme and included under this Tender Document for the implementation of AB-MP (Niramayam).

Successful Bidder shall mean the bidder whose bid document is responsive, which has been selected as per the lowest quote submitted during Financial Bid Evaluation, among all the shortlisted and with

whom the State Government intends to select and sign the ISA Contract for this Scheme.

Sum Assured shall mean the sum of Rs 5, 00,000 per AB-MP (Niramayam Beneficiary Family Unit per annum against which the AB-MP (Niramayam) Beneficiary Family Unit may seek benefits as per the benefit package proposed under the AB-MP (Niramayam).

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

Tender Document refers to this Tender Document including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

1 BACKGROUND

- 1.1. The name of the Scheme is the “AYUSHMAN BHARAT – MADHYA PRADESH (NIRAMAYAM)” and shall hereafter be referred to as the AB-MP (Niramayam) or “SCHEME”.
- 1.2. The Public Health and Family Welfare Department, the Government of Madhya Pradesh aims to reduce the out of pocket healthcare expenditure and improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organized workers(in Urban Sector) of the Socio- Economic Caste Census (SECC) database of the Government of Madhya Pradesh , beneficiaries under National Food & Security act & Sambal beneficiaries (listed under the unorganized labour category of Madhya Pradesh), by providing quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empaneled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below (clause 1.3). **Total Eligible AB-MP (Niramayam) Beneficiary Family Units proposed to be covered under the Scheme will be approximately 1.17 crore.**
- 1.3. The following benefits will be covered for the eligible AB-MP (Niramayam) beneficiary families under the Scheme.
 - 1.3.1. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
 - 1.3.2. Pre and post hospitalization cover for around 1350 secondary and tertiary procedures
 - 1.3.3. Benefit Cover of Rs.5,00,000 (Rupees Five Lakh only) per eligible AB-MP (Niramayam) Beneficiary Family Unit per annum on a floater basis.
- 1.4. Eligible family will include all members within identified relationships as included in the SECC Database and updated from time to time
- 1.5. The Public Health and Family Welfare Department, the Government of Madhya Pradesh has formulated Ayushman Bharat – Deen Dayal Swasthya Suraksha Parishad as the State Health Agency (collectively referred to as “Authority” hereinafter) to govern the overall implementation of the scheme.
- 1.6. Authority is looking at engaging an Implementation Support Agency (ISA), which will be responsible for beneficiary identification, managing preauthorization, claim validation, claims processing, and other activities related to the administration and operations of the scheme, deployment of appropriate human resource, establishing & managing call center and as may be required for supporting the various activities under the scheme.

2. Instructions to Bidders

- 2.1. Proposals are invited only from interested eligible Bidders in order to identify the Successful Bidder. The Proposals would be evaluated on the basis of the criteria set out in this Document. The tender document should be read together with the For the purpose of this RFP Document, eligible Bidders shall mean companies which are:-
 - 2.1.1. The Bidder should be a registered private or public owned company incorporated under The Companies Act, 1956 and/or 2013, in India.
 - 2.1.2. The Bidder should be registered with the IRDAI as TPA for at least **last three completed**

financial years (2014-15, 2015-16, 2016-17).

- 2.1.3.** Having **Average Annual Turnover** of **Rs 20.00 Crores** in the previous three (3) financial years (2014-15, 2015-16, 2016-17);
 - 2.1.4.** Having experience of handling at least **50,000 health claims** during the last financial year;(2016-17)
 - 2.1.5.** Having experience in processing medical claims of not less **Rs.100 Crores in last financial year (2016-17)** and **not less than a total of Rs.250 Crores in last three consecutive financial years (2014-15, 2015-16,2016-17)** .
 - 2.1.6.** Should not have been black listed by any State government/ UT/Central Government or their agencies
 - 2.1.7.** PF, ESIC, GST compliant
- 2.2. If any Bidder fails to meet the minimum Qualification Criteria, its Bid shall be summarily rejected.
- 2.3. Consortium
- 2.3.1. **Consortium applications are not allowed** under this Tender Document.
 - 2.3.2. The Bid submitted by any consortium shall be rejected including individual applications of any company which has applied as a part of the Consortium.
- 2.4. Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this notification. Any Bidder who submits more than one Proposal for the Project shall be considered as disqualified.
- 2.5. The Bidder shall be responsible and shall also pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 2.6. At any time prior to the Proposal Due Date, for any reason, or in response to clarifications requested by any Bidder or on department's own initiative, this document may be modified by the issuance of Addenda.
- 2.7. The Proposal shall remain valid for a period not less than six calendar months from the Proposal Due Date (Proposal Validity Period). State Nodal Cell reserves the right to reject any Proposal, which does not meet this requirement.
- 2.8. Bid Fees**
- 2.8.1. The bidder shall deposit a non-refundable document fee (the "document fee") of **INR 25,000/-** (Twenty Five Thousand Only), towards the purchase of the bidding document at any time prior to the bid due date. The document fee shall be paid online /electronic transfer to the account details as follows:-
- 2.9. Earnest Money Deposit (EMD) and Performance Bank Guarantee:**
- 2.9.1. In terms of the RFP, the Bidder is required to deposit, along with its Bid, a bid security amount (a "**Bid Security**") for which the Bid is being submitted, of a value of **INR. 25,00,000/- (Rupees Twenty Five Lakhs Only)** online/electronic transfer to the account details as below:
 - 2.9.2. The Bid Security will be refundable not later than 180 (*one hundred and eighty*) days from the Bid Due Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security.

- 2.9.3. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.9.4. The EMD of unsuccessful Bidder would be returned within a period of eight weeks from the date of announcement of the Successful Bidder.
- 2.9.5. The successful bidder shall provide upfront Performance Bank Guarantee of **INR 100,00,000** from any of the Nationalized Banks at the time of signing the agreement with SHA in favour of **Finance Officer, AB-DDSSP**

2.10. Formats for Bid Submission

2.10.1. Formats for Technical Bid – (Envelop-A)

- a) Bid Application Cover Letter: Tech-1
- b) Applicant Details: Qual-2
- c) Power of Attorney for Signing of Bids: Qual-3
- d) Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: Qual-4
- e) Supporting documents to be submitted: Annexures Qual-5-1 to 5-4
- f) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure Qual-5-1
- g) Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report: marked as Annexure Qual-5-2
- h) True certified copies which provides proof that the Company has experience of handling 50,000 claims in the last financial year: marked as Annexure Qual-5-3
- i) True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year and a total of Rs. 250 crore in last three consecutive years for marked as Annexure Qual-5-4
- j) Checklist for submission of Qualification Bid: Qual-6
- k) In case of a communication from SHA regarding any discrepancy from the bidder, the bidder shall comply within 3 days of communication, lack of which shall hold the bid liable for disqualification.

2.10.2. Formats for Financial Bid (Envelop-B)

- a) The Bidder shall submit its Financial Bid only in Form Fin-1.
- b) The Bidders shall submit the Financial Bids on the basis of **administrative cost per family per annum**.
- c) Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA.

2.11. Pre-Bid Meeting

- 2.11.1. A Pre bid meeting will be held at 21/08/2018 (at 12.00 hrs), in '**The Office of Chief Executive Officer, Ayushman Bharat – Deen Dayal Swasth Suraksha Parishad (AB-DDSSP), 1st floor, IEC Bureau, Jai Prakash District Hospital Compound, 1250, Link Road Number 2, Tulsi Nagar, Bhopal – 462001**', to clarify any queries the bidders may have, and for providing additional information if any. No separate intimation of the Pre

Bid meeting will be sent to the prospective bidders, unless there is a change in the time, date or venue of the Pre bid meeting.

- 2.11.2. Request for clarifications from the bidders shall be received at State Nodal Cell through email at ayushman.bharat@mp.gov.in post not later than 21/08/2018 (by 12.00 hrs).
- 2.11.3. The SHA reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the SHA to respond to any query or to provide any clarification.
- 2.11.4. Verbal clarifications and information given by the SHA, or any other person for or on its behalf shall not in any way or manner be binding on the SHA.
- 2.11.5. A Bidder may nominate up to two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the SHA of its representatives along with its authority letter to the SHA at least two days prior to the Pre-Bid Meeting.
- 2.11.6. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at <http://www.mpeproc.gov.in> in accordance with the respective clauses of the RFP shortly after the Pre Bid Conference and no participant would be intimidated individually about the response.

2.12. Amendments to the Tender Documents

2.12.1. Issuance of Addenda

Up until the date that is specified in the Data Sheet, the SHA may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an Addendum.

The Bidders are required to read the Tender Document with any Addenda that may be issued.

Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.

Any oral statement made by the SHA or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

2.12.2. Issuance of Revised Tender Documents

The SHA shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the SHA, on the date specified in the Bid Schedule. The Addendum or the revised Tender Documents issued by the SHA shall be definitive and binding.

The SHA will assume that the information contained in or provisions of the revised Tender Documents have been taken into account by the

Bidder in its Bid.

The SHA assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Tender Documents or amendments issued or for any consequent losses suffered by the Bidder.

2.12.3. **Extension of the Last Date of Bid Submission**

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

2.13. **Proposal Due Date**

2.13.1. Complete technical and financial bid document should be uploaded to <http://www.mpeproc.gov.in> by 17:30 hrs on 04th September, 2018, Tuesday. Bid documents received later than the prescribed date and time will not be considered for evaluation. Proposals submitted by either facsimile transmission or telex will not be accepted.

2.13.2. Additionally, hard copies of the completed technical bid document should be submitted to ‘**The Office of Chief Executive Officer, Ayushman Bharat – Deen Dayal Swasth Suraksha Parishad (AB-DDSSP), 1st floor, IEC Bureau, Jai Prakash District Hospital Compound, 1250, Link Road Number 2, Tulsi Nagar, Bhopal – 462001**’, no later than 17:in 130 hrs on 04th September, 2018, Tuesday. Bid documents received later than the prescribed date and time will not be considered for evaluation. Proposals submitted by either facsimile transmission or telex will not be accepted.

2.13.3. The State Health Agency may in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

2.14. **Bid Submission**

2.14.1. **Technical Bid Submission**

Technical proposal in the format set out in Appendix G. The technical proposal should be uploaded on the website <http://www.mpeproc.gov.in>.

Additionally, hard copy of the technical proposal, sealed in a separate envelope clearly marked in bold “**SECTION A – TECHNICAL PROPOSAL FOR IMPLEMENTING “AYUSHMAN BHARAT – MADHYA PRADESH”**” written on top of the envelope shall be provided.

The Proposal shall be typed in indelible ink and each page shall be initialed by an Authorized signatory of the Bidder or Individual, as applicable. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

In case of discrepancy between the bid submitted online and in hard copy, the bid submitted online shall be considered for evaluation.

2.14.2. Financial Bid Submission

The Bidder shall submit its Financial Bid only in Form Fin-1, by uploading on the website <http://www.mpeproc.gov.in>. Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection by the SHA.

2.14.3. The online bids should be submitted on or before the time stipulated in tender notice at the website <http://www.mpeproc.gov.in>.

2.14.4. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including Network /Postal / Transit delay. However, if the last date of submission of tender is declared as a holiday by the government then it will be extended to the next working day.

2.14.5. Bidders are advised to study the Tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security.

2.14.6. Bidder agrees and acknowledged that if the envelope is not sealed and marked as instructed above, this office assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the committee, be rejected.

2.15. Bid Withdrawal/ Modification

2.15.1. A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of the substitution or withdrawal is submitted to the SHA.

2.15.2. If the SHA receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid through the e-tender portal.

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

2.16. Bid Validity

2.16.1. Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.

2.16.2. In exceptional circumstances, the SHA may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.

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

2.17. Opening of Proposals and Clarifications

- 2.17.1. The Technical proposal (i.e., ENVELOP-A) of the Proposals and the Financial Proposal (i.e., ENVELOP-B) would be opened for evaluation by the Bid Committee.
- 2.17.2. The SHA shall open the bids at the date and time indicated afore mentioned as per the time that is displayed from the server clock of the e-tender Portal.
- 2.17.3. Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 2.17.4. After opening of the Bids by the SHA, all Bidders whose Bids have been successfully received on the e-tender portal shall receive a mail notification informing the details such as the Bid has been opened by the official, department and date and time of opening.

The SHA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this document.

To facilitate evaluation of Proposals, the SHA may, at its sole discretion, seek clarifications in writing or in electronic format from any Bidder regarding its Proposal.

Any information contained in a Bid will not in any manner be construed as binding on the SHA, its agents, successors or assigns; but will be binding on the Bidder, in the event that the ISA Contract is subsequently awarded to it on the basis of such information.

2.18. Evaluation of the Bids

- 2.18.1. The selection process will be on the basis of Technical bid evaluation followed by Financial bid evaluation. The financial bids of only those who have qualified technically shall be opened. The bidder who has quoted the lowest financial bid shall be selected.

2.18.2. Stage 1: Evaluation of the Technical Bid

The Technical Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfilment of the qualification/minimum eligibility criteria based on the following parameters:

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

Technical Bids not meeting any of the criteria afore-mentioned shall be liable to be rejected.

All proposals meeting the eligibility criteria shall be evaluated and a technical score be calculated as per below:

Sr.	Parameter	Scoring	Supporting Documents
1	Bidder has experience of operating and managing		Copy of letter from Insurance Co. or State Government indicating the number of claims processed in a particular year.
	a) Average Annual of 50,000 to 1,00,000 health claims across government or private schemes, in last 3 financial years	15	
	b) For every additional annual claims of 20,000 one mark shall be allocated to max of 25	25 (Max)	
2	Claim Management Value		Copy of certificate issued by Chartered Accountant/Auditor or issued by Insurance Co or State Government indicating the value of the claims processed in a particular year.
	a) Average Annual Claim management value of INR. 90 to 200 Crores, in the last 3 financial years	15	
	b) For every additional Average Annual Claim management value of INR 40 crores one mark shall be allocated to max of 25	25 (Max)	
3	Bidder has experience of working on government health schemes(assurance or insurance) in the last three financial years (Category B states as defined by NHA)		Copy of work Order/ Contract with States for Specific schemes
	a) One state	5	
	b) Two states	10	
	c) More than two states	15 (Max)	
4	Average Annual Turnover in last three Financial years in health insurance related business		Audit certificate from Chartered Accountant
	a) Turnover of INR 20 crores to INR 40 Crores	5	
	b) Turnover of more than INR 40 to INR 60 Crores	10	
	c) Turnover of more than INR 60 Crores	15 (Max)	
Total		80 (Max)	

The bidder with a score of 50 or more shall be considered qualified for evaluation of the financial bid.

2.18.3. Stage 2: Evaluation of the Financial Bid

Only those bidders who have technically qualified as per clause 2.18.2 shall be evaluated for the financial bids submitted. The bidders shall quote the financial bid as **administrative cost per family per annum** as per form Fin 1.

2.19. Selection of Successful Bidder

2.19.1. Bidder with lowest financial quote shall be selected.

2.19.2. In case of more than one bidder with same lowest quote, bidder with highest cumulative technical score shall be selected. In case of same Financial quote and technical score, bidder with highest score in handling number of claims shall be selected.

2.20. Notification of Award

2.20.1. Upon selecting the Successful Bidder in accordance with Clause 2.18. and 2.19 above, the SHA shall send the proposal to the Public Health and Family Welfare, the Government of Madhya Pradesh for its approval. After obtaining the approval of Public Health and Family Welfare, the SHA shall issue two original copies of the Notification of Award (NOA) to the Successful Bidder:

- I. declaring it as the Successful Bidder;
- II. accepting its Financial Bid (as corrected by the SHA if required);
- III. requesting it to fulfil the conditions specified in **Clause 2.20.2**; and

Subject to fulfilment of the conditions specified in **Clause 2.20.2**, requesting it to execute the ISA Contract and to fulfil the conditions precedent to execution in accordance with **Clause 2.21**.

2.20.2. The Bidder declared as the Successful Bidder shall:

- I. Within three days of receiving the NOA, sign and return one original copy of the NOA to the SHA as acceptance thereof and in acceptance of the terms of the revised draft ISA Contract issued by the SHA in accordance with **Clause 2.21** and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
- II. Within three days of receiving the NOA, provide to the SHA information regarding the plan of the outsourcing of non-core business to any agency. It shall be the obligation of the ISA to satisfy itself of the qualifications of such agency and other providers as per IRDAI regulations. The ISA may be asked to submit documents establishing the qualification of such outsourced agency. No such submission is required if the ISA does not propose to hire a source agency or any other intermediary for any non-core task related to the AB-MP (Niramayam).

2.20.3. If the Bidder that is issued the NOA does not comply with either or all of the conditions set out in Clause 2.20, the SHA may elect to grant such Bidder an

extension of time for the completion of such condition(s) or to disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future AB-DDSSP Tenders in the State of Madhya Pradesh for a period of three consecutive years from such date.

2.20.4. If the SHA elects to disqualify such Bidder, then the SHA shall invite bidder with second lowest quote and shall be asked to match the financial bid of the previously successful bidder in the current bid, in case the financial quote of the second bid is higher. The SHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

2.20.5. In case second bidder refuses to conditions laid in clause 2.20.4, then the SHA may consider all other Eligible Bidders in the order of financial bids. The SHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

2.21. **Grounds for rejecting bids & Miscellaneous**

2.21.1. **Fraud and Corruption**

- a) Each Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
- b) Without prejudice to the rights of the SHA under **Clause 2.21**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of the State Government or the SHA for a period of three years from the date that such an event occurs.

2.21.2. For the purpose of this Clause 2.21.1, the following terms will have the meanings given to them below:

a. **Corrupt Practice** means:

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

before or after the execution of the ISA Contract, as the case may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the ISA Contract, who at any time has been or is a legal, financial or technical advisor of the Government of Madhya Pradesh or the SHA on any matter concerning the Scheme.

- b. **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. **Coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **Undesirable Practice** means:
 - (i) Establishing contact with any person connected with or employed or engaged by the SHA or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - (ii) Having a Conflict of Interest (as defined in **Clause 2.21.3** below).
- e. **Restrictive Practice** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

2.21.3. Conflict of Interest

- 2.21.3.1 A Bidder shall not have any conflict of interest (a **Conflict of Interest**) that affects the Bidding Process.
- 2.21.3.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
 - (i) the person exercising Control is the Government of India, a State/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
 - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
 - b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or

- c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

2.21.4 Misrepresentation by the Bidder

The SHA shall have the right to reject any bid if:

- 2.21.4.1 At any time, a material misrepresentation is made by the Bidder; or
- 2.21.4.2 The Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.
- 2.21.4.3 If the ISA does not commence the project within the stipulated time mentioned in the contract

2.21.5 The SHA has the right to reject any Bid if it is found that during the evaluation or at any time before signing the ISA Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of the SHA, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into the ISA Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender Document, be liable to be terminated, by a communication in writing by the SHA to the Bidder, without the SHA being liable in any manner whatsoever to the Bidder.

2.21.6 Other Grounds Declaring a Bid Ineligible

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

2.21.7 Miscellaneous

In case of ambiguity regarding any statement of the RFP or the contract document the interpretation by SHA shall be withheld.

2.22. Execution of the ISA Contract

- 2.22.1. The SHA and the Selected Bidder shall execute the ISA Contract within 7 working days of the acceptance of the NOA by the Selected Bidder. The ISA Contract shall be executed in the form of the final drafts provided by the SHA.

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

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

If the Selected Bidder seeks to materially negotiate or seeks any material deviation from the final execution draft of the ISA Contract, the SHA may elect to disqualify the Selected Bidder and revoke the NOA issued to the Selected Bidder. If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 2.20 shall follow.

Subject to the Selected Bidder complying with Clause 2.20, the SHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the SHA. The ISA Contract shall be executed in the form of the final execution draft provided by the SHA under Clause 2.20.

The Selected Bidder agrees that as conditions precedent to the execution of the ISA Contract in accordance with Clause 2.20, it shall submit executed copies of the services agreements signed by the outsourced agency and other Service Providers nominated by it in accordance with Clause 2.20. Such services agreement (s) shall be in compliance with the provisions of the ISA Contract.

If the SHA is ready and willing to execute the ISA Contract, but the Selected Bidder does not agree to execute the ISA Contract within the time period specified in Clause 2.22.1 or to fulfil the conditions precedent to the execution of the ISA Contract that are specified in Clause 2.22.4, the SHA may elect to grant the Selected Bidder an extension of time for the execution of the ISA Contract or to disqualify the Selected Bidder and revoke the NOA.

If the SHA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in Clause 2.20 shall follow.

2.23. Period of ISA Contract

- 2.23.1. The agreement with the Implementation Support Agency will be for a period of 3 (Three) years (from the date of signing the agreement) initially and may be extended for another period of 1 (one) year subject to performance review by the SHA.

2.24. Payment of Fee to Implementation Support Agency

- 2.24.1.** The ISA shall be paid a fee as per the award of the Contract for servicing the AB-MP (Niramayam) Beneficiary Family Units at the beginning of the quarter **(n)**. The Fee shall be

payable by SHA at pre-agreed rate, administrative cost per family per annum **(f)**.

- 2.24.2. SHA will pay the fee **(F)** to the Implementation Support Agency directly on a quarterly basis based on number of beneficiaries at the beginning of quarter as below:

$$F = n * (f/4)$$

- 2.24.3. The fees of one month calculated on the basis of fee quoted as per 2.24.2 & the beneficiary count at the beginning of first quarter shall be paid in advance as a signing amount and the same shall be adjusted in the invoice raised at the end of the first quarter.
- 2.24.4. The beneficiary count considered for payment calculation shall be 1.17 crore & and the same only will be taken into consideration in an instance of increase or decrease by ten percent in the beneficiary count aforementioned. Revised payment shall be considered only in case the beneficiary count exceeds the limit of 10% either ways.
- 2.24.5. All payments shall be payable by SHA after receiving a request / invoice from ISA. Such request /invoice should be sent to SHA by ISA within 15 days of end of the quarter.
- 2.24.6. The ISA shall ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, SHA or any other functionary associated with AB-MP (Niramayam) in the state for AB-MP (Niramayam) related activities, unless otherwise specifically permitted by SHA.
- 2.24.7. The violation of clause 2.24.6 shall be considered an event of default and a criminal breach of trust and shall invoke action by the SHA.
- 2.24.8. Upon receipt of the invoice from the ISA, in accordance with Clause 2.24.5, the SHA will make such payments, subject to necessary deductions in terms of the KPI(s) and the penalty(s) thereof.

2.25. **Miscellaneous**

- 2.25.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal, Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2.25.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 2.25.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

3. Scope of the Work of Implementation Support Agency (ISA)

3.1. Project Office

3.1.1. State Office

The ISA shall establish a Project Office at a place in Bhopal, Madhya Pradesh provided by Deen Dayal Swasthya Suraksha Parishad (SHA) for coordination with the SHA on a regular basis. Expenses of all the utilities for setting up & running the office shall be borne by ISA.

3.2. Call Center

3.2.1. The ISA shall provide toll-free telephone services for the guidance and benefit of the beneficiaries whereby the covered Persons shall receive guidance about various issues by dialing a State Toll free number. This service provided by the ISA is referred to as the "Call Centre Service". This call center shall have linkage with the National Call Centre as per the guidelines of Government of India and CM helpline of Madhya Pradesh as per SHA guidelines.

3.2.2. Call Centre Information

The ISA shall operate a call center for the benefit of all covered Persons. The Call Centre shall function for 24 hours a day, 7 days a week and round the year. The cost of operating of the number shall be borne solely by the ISA. As a part of the Call Centre Service the ISA shall provide all the necessary information about AB-MP (Niramayam) to any person who calls for this purpose. The call center shall have access to all the relevant information of AB-MP (Niramayam) in the State so that it can provide answer satisfactorily. Call center established shall have facility to record calls and software system to maintain track of dropped calls. The ISA shall make a provision of a minimum of 10 lines and provision for answering the queries, registration and documentation of grievances (Inbound call), etc.

3.2.3. Language

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

3.3. Human Resources

3.3.1. Key Personnel

"Key Personnel" are those who will be individually in-charge of IT Support, Pre-Authorization, Claims Processing, Network Hospital Management support and Medical Audit, and MIS. Key Personnel should have the following minimum qualification. ISA shall recruit the key personnel in concurrence with the SHA.

Key Personnel	Minimum Qualification & Experience	Minimum Number
Project Manager	Post-graduation in health & allied discipline with a Degree in Management and minimum experience of seven years of handling similar projects is mandatory	1
Pre-authorization Officer	MBBS, with prior experience in handling preauthorization/claims	1

Claim Processing Officer	MBBS with prior experience in handling preauthorization/claims	1
Medical Audit Officer	Post-graduate(MD/MS)	1
IT Support & MIS Officer	Post Graduate in Computer Science/IT/Electronics with a minimum of 4 years' work experience in development of applications and database.	1

ISA shall ensure that the key personnel appointed are approved by the SHA.

ISA shall ensure that any replacement of key personnel mentioned in clause 3.3.1 shall be in concurrence to SHA.

Adequate Executives under the key personnel shall be hired by ISA for achieving the desired performance as per KPI's.

3.3.2. District Coordinator

One full time District Coordinator, who shall hold a qualification degree up to minimum of graduation level and excellent communication skills in Hindi and English, for each of the districts who shall be responsible for implementation of the Scheme in their respective districts including support in IEC, field visits for claim issues, medical audits, frauds & grievance redresser training and related activities in the respective districts.

3.3.3. Ayushman Mitra

Ayushman Mitra will acts as facilitator for the patients. The Implementation Support Agency (ISA) is the nodal agency that selects the Ayushman Mitra. The following qualifications are to be ensured while engaging Ayushman Mitra by the ISA.

- a) Diploma in Nursing/Graduate degree from a recognized university
- b) Good communication skills
- c) Functional knowledge of computers
- d) Proficient in Hindi and working knowledge of English

The ISA will provide required hardware (IT & Telecom) to Ayushman Mitras and District Coordinators for smooth functioning of scheme.

The work of the Ayushman Mitras will be monitored on a daily basis by the district coordinators of the ISA.

The number of Ayushman Mitras to be positioned in various District Hospital / District Hospital/ Government Medical College will vary in keeping with the requirements of each hospital. Appointment of Ayushman Mitras shall be in consultation with SHA.

The indicative number of Ayushman Mitras to deployed in government hospitals shall be as under:

- (i) For general shift : 2
- (ii) For night and morning shift : 1 each

. However, ISA shall deploy the optimum number of Ayushman Mitras to ensure achieving the desired KPIs, as would be defined by the SHA in 9.6.

Training of Ayushman Mitras:

Prior to placing Ayushman Mitras in the Empaneled Network Hospitals, the ISA is required to provide a **two day training** on their roles and responsibilities as detailed below.

The ISA is also required to provide refresher training once in **every six months** incorporating the experiences and gaps identified.

Role of Ayushman Mitras in Government Hospitals:

- I. Operating the Beneficiary Identification System to identify and verify the beneficiaries entitled under AB-MP (Niramayam).
- II. Undertaking Transaction Management such as submitting requests for Pre-Authorization and Claims
- III. Guiding the Beneficiary about the overall benefits under AB-NHPM and providing information about receiving prompt treatment at EHCP
- IV. To provide all the necessary assistance and details about the scheme to the beneficiaries.
- V. In case of OPD: If the ailment does not require hospitalization, AMs will have to explain to the beneficiary that the AB-MP (Niramayam) card does not cover the OPD treatment and hence any cost incurred for treatment under OPD will be necessarily borne by the patient.
- VI. To collect, scan and upload all the necessary documents required for submitting the request for preauthorization.
- VII. To ensure that the patient, from the time of pre-authorization to discharge, is getting all the benefits as per AB-NHPM norms.
- VIII. To liaison with the EHCP for timely admission and availability of bed to patient.
- IX. To help locate facilities and guide a patient in receiving prompt treatment.
- X. To liaison and coordinate with the Medical officer for collecting, scanning and uploading all the necessary documents required for submitting claim request.
- XI. To ensure that all the facilities that the AB-MP (Niramayam) cardholder requires are being rendered without charging any amount.
- XII. To verify discharge summary and follow-up details to the discharged beneficiaries.
- XIII. In an unlikely scenario of card becoming unreadable due to mishandling or other reasons, Ayushman Mitras is to guide the cardholder for obtaining a duplicate card
- XIV. To immediately bring all grievances to the notice of Grievance Cell directly or through District Coordinator.
- XV. To facilitate the hospital in giving prior phone intimation to the concerned authority for carrying out the emergency surgeries.
- XVI. To track and report refund of any investigation amount collected in contravention to the Scheme Guidelines

- XVII. To report any irregularities or inadequacy noticed to the concerned supervisors.
- XVIII. Ayushman Mitra shall collect the feedback from beneficiaries availing treatment at the Network Hospitals.

3.4. Ayushman Bharat – Madhya Pradesh Kiosk

- 3.4.1.** Kiosk is mainly to assist an AB-MP (Niramayam) beneficiary in completing required formalities & obtain treatment as also assist hospitals by facilitating beneficiary identification and verification, selection of packages, and seeking authorizations whenever required.
- 3.4.2.** In Private Hospitals, ISA shall ensure that Kiosk is made available by the EHCP as per the specifications laid down by the SHA along with adequate infrastructure to support the scheme.

3.5. Capacity Building:

The ISA will arrange workshops/training sessions for the capacity building of Staff within the State Nodal Cell, their representatives and other stakeholders as follows:

- a) Training programme including refresher trainings for Hospital Network Providers one every six months and within 15 days of empanelment of a hospital.
- b) Training for Ayushman Mitras based on the functions as listed in clause 3.2.3.7 and 3.2.3.8.

3.6. Core services of AB-MP (Niramayam)

3.6.1. Beneficiary Identification

ISA will perform beneficiaries Identification process and will ascertain availability of sufficient balance at the time of hospitalization.

ISA will train Ayushman Mitras at each hospital on the use of the IT infrastructure (along with UIDAI approved Biometric device) for performing beneficiary validation.

ISA shall provide adequate infrastructure to the public hospitals/ government medical colleges to aid the Ayushman Mitra in the process of beneficiary identification.

ISA shall also ensure that Ayushman Mitras issue the AB-MP (Niramayam) card to even beneficiaries not availing the treatment by accessing, validating the data & seeking printout of the same.

ISA shall abide by the Guidelines for Beneficiary Identification issued by the SHA from time to time.

3.6.2. Portability

The benefits of AB-DDSSM will be portable across the country and a beneficiary covered under the scheme will be able to get benefits under the scheme across the country at any EHCP.

Package rates of the hospital where benefits are being provided will be applicable while payment will be processed by the ISA that is covering the

beneficiary under the policy.

ISA undertakes that it will exercise due diligence to service any claim from any empaneled hospital under the scheme within India and will settle claims within stipulated time as per clause 3.6.4.2

3.6.3. Pre- Authorization

All procedures as decided by the SHA and that are earmarked for pre-authorization shall be subject to mandatory pre-authorization. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorization.

The ISA shall ensure that no EHCP shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorization unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-MP (Niramayam)

Ayushman Mitra in Government Hospital shall ensure that “Request for Authorization Letter” (RAL) reach the authorization department of the Implementation Support Agency within 6 hours of admission. However, the responsibility of the same in private hospital shall not lie with ISA.

The ISA shall ensure that in all cases pre-authorization request related decisions are communicated to the EHCP within 6 hours for all non-emergency cases of uploading the necessary documents by the hospital and within 1 hours for emergencies. In emergency cases telephonic intimation & approval shall be sought however the final approval with all the necessary documents shall be completed within 6 hours as aforementioned. ISA shall raise any query related to preauthorization within 4 hours of uploading documents and ensure approval within TAT as aforementioned.

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.

The ISA needs to file a report to the SHA explaining reasons for denial of every such pre-authorisation request.

Authorisation letter (AL) will mention the authorisation number and the amount authorized as a package rate for such procedure for which package has not been fixed earlier. The EHCP must see that these rules are strictly followed.

The entry on the AB-MP (Niramayam) portal for claim amount blocking as well at discharge would record the authorisation number as well as package amount agreed upon by the EHCP and the ISA.

3.6.4. Processing of the Claims:

All EHCPs shall be obliged to submit their claims after 10 calendar days of discharge in the format prescribed by the SHA.

ISA shall scrutinize the bills from network hospitals and settle the bills within 20 days of the receipt of the bills & or any additional information/clarifications/documents received by the ISA from the Network Hospitals whichever being later. ISA shall raise any query to the hospital within 7 days of submission of bills & other necessary documents by the hospital.

Reimbursement of all claims for procedures shall be as per the limits prescribed

for each such procedure unless stated otherwise in the pre- authorization letter/ communication.

3.6.5. Information Management System:

Management Information System (MIS) shall be on a centralized web-based architecture designed by the MoHFW, GoI for the purposes of the Scheme.

ISA shall maintain a MIS dashboard that will act as a visual interface to provide at-a-glance views on key ratios and measures of data regarding the implementation of the Scheme.

ISA shall update the information on the MIS dashboard real time and shall provide the SHA and any number of authorized representatives of the SHA or its advisors/ consultants with access to the various modules on the MIS dashboard.

In addition, the ISA shall submit reports to the SHA regarding health-service usage patterns, claims data and such other information regarding the delivery of benefits as may be required by the SHA within 6 hours of placing request and a report on a monthly basis.

The ISA shall be responsible for submitting such other data and information as may be requested by the SHA and/ or to the MoHFW, GoI and to submit such reports in formats as required by and specified by the SHA from time to time.

The data generated by the ISA in relation to the implementation and management of the Scheme and/or in performing its obligations under the Implementation Support Contract shall be the property of the SHA and MoHFW, GoI. ISA undertakes to handover all such information and data to the SHA within 10 days of the expiration of the Policy for that State or State cluster and on the expiration or early termination of the Implementation Support Contract & also keep confidentiality about the same

The MIS application/dashboard shall be customized by ISA as per the requirements of SHA, this may include but not limited to, getting the required data exchange interfaces with NIC databases, creating required web services and data processing for getting the information desired by SHA. Action taken report on the request shall be submitted to the SHA within 3 days of request for customization placed by the SHA

ISA shall be responsible for technical support, troubleshooting and maintenance of the MIS and also would incorporate customized changes to it as per SHA's requirements.

ISA shall provide necessary support to the agency selected by SHA for the development of SLA/KPI monitoring tool.

3.6.6. IT Hardware & Software

ISA shall ensure adequate software & hardware infrastructure for functioning of its key personnel.

ISA will be responsible for setting up IT and hardware infrastructure in the Public hospitals & Government Medical Colleges only, this will include desktops/laptops for Ayushman Mitras, high-speed, internet connection, scanner, printer, biometric devices (UIDAI recommended and approved finger print device and IRIS device)

and QR code reader for validation of beneficiaries as per the table below.

The following are the minimum hardware specifications required (but not limited) to:-

SNO	Device	Specification
1	Computer	
	- Operating System (32/64 bit)	Recommended Windows 10 Minimum Windows 8.1
	- RAM	Minimum 4 GB or above
	- Hard disk (HDD)	Minimum 250 GB
	- USB Ports	Minimum 6 ports
	- Web Browser	Preferably Google Chrome latest version
2	Internet	Dedicated connection with 2 Mbps download/upload.
3	Web Camera	Minimum 2 megapixels or higher compatible with OS.
4	Flatbed document scanner	Minimum 200 dpi A4 size scan
5	Printer	Preferably Colour Printer
6	QR Code Reader	2D QR Code Reader
7	Finger Print Device (for Aadhaar authentication)	UIDAI complaint devices and tested with AB-NHPM IT systems.
8	IRIS Device (for Aadhaar authentication)	
9	UPS System	Power backup of 30 minutes supporting computer, printer, scanner etc.

Note:

- Biometric devices (Finger print and IRIS) need to be registered with UIDAI. RD service (Device Registry) is provided by vendors / suppliers of biometric device.
- ISA has to ensure with vendor/supplier that biometric device is registered with UIDAI
- List of UIDAI certified devices is available at https://uidai.gov.in/images/resource/List_of_UIDAI_Certified_Biometric_Devices_13072017.pdf
- All devices like Scanner, Printers, Web Camera, Finger Print Device, IRIS etc. should be procured with relevant drivers compatible with Operating System on the PC.

ISA shall work with the NIC and NHA to get the required changes incorporated in the software as and when requested by SHA. This shall include, but not limited to, requirements gathering from SHA staff, evaluation of existing functionalities of the software, creating FRS and SRS documents for the required changes, working with NIC and NHA and following up with them to get the required changes done in the software and consecutive testing of the same.

A third party audit shall be conducted by SHA for verification of IT software and hardware infrastructure procured by ISA (as per above clause) for its quality and

quantity.

ISA shall ensure that all IT infrastructure (software and hardware) undergo the necessary audit as per SHA and State guidelines.

ISA to ensure that all IT infrastructure (software and hardware) have all necessary security software such as antivirus, firewalls and malware. These software must be regularly updated with latest signatures.

ISA to ensure that all public hospitals have a backup lease line of internet connection.

ISA to ensure integration of beneficiary details and medical records with HMIS/EHR of Public Health and Family Welfare Department and/or National Health Mission of MP.

3.6.7. Monitoring and Evaluation

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

- i) Ensure Compliance to all the terms, conditions and provisions of the Scheme.
- ii) Monitor processes for timely processing and management of all claims of the EHCPs.
- iii) Perform Claim audits and hospital audits using system based fraud triggers, grievances, audits by SHA or any other reference.

Claims Audit

- i) ISA shall form a team comprising of Medical doctors, IT & Finance experts to conduct claims audit.
- ii) This audit team is expected to conduct independent review of **randomly selected 5%** of the total claims in each quarter.
- iii) The audit shall include, but not limited to verification of Medical records, (diagnosis, clinical notes, treatment, discharge summary etc) in concurrence with the clinical protocols /guidelines laid down by SHA from time to time along with preauthorization request, claim submission details by EHCP.
- iv) ISA shall submit the report of the above audit within 30 days of the subsequent quarter.

Hospital Audit

- i) ISA shall undertake audit of 5% of hospitals empanelled under AB-MP (Niramayam) every quarter.
- ii) Hospital audit will focus on (not restricted to) compliance to EHCP's obligations like , appropriate signage of the Scheme , availability of Ayushman Mitra, hardware & other IT infrastructure, empanelment guidelines , clinical SOP's issued by SHA from time to time prominently displayed.
- iii) ISA shall submit the report of Hospital audit within 30 days of the subsequent quarter.

Grievance Redresser Mechanism

- i. Grievance shall be registered by the beneficiaries through letter, helpline, call center or verbally.
- ii. ISA shall work in coordination with SHA towards resolution of grievance.
- iii. ISA will undertake the analysis of the grievance, coordinate with district authorities, EHCP or any other related stake holder and present an action taken report to the SHA within 7 working days of registration of grievance.

3.6.8. Empanelment /De-empanelment

- i. ISA shall support SHA in undertaking field visits for hospital inspection during new empanelment.
- ii. Empanelment criteria as set by MOHFW, GOI and customized by SHA shall be used for empanelling Network hospitals, the indicative number of Public and Private hospitals to be empanelled is around 300 in the State of Madhya Pradesh.
- iii. ISA will use medical/claims audit data & hospital audit to prepare reports for any disciplinary actions to be taken on the empanelment hospitals by SHA.

3.6.9 Legal Services

- i. ISA shall solely be liable for all claims and/or disputes that may arise or may be incurred by the ISA in relation to performance of its services under this Tender, including but not limited to claims arising from patients, Network hospitals as well as litigation(s) arising therefrom.
- ii. ISA shall at all times, indemnify, the SHA and keep them indemnified at all times from and against any and all direct damages, losses, liabilities, obligations, claims or proceedings of any kind, interest, penalties, cost, fee, or expenses (including without limitation, reasonable attorneys' fees and expenses) suffered as a result of the ISA's breach of obligations.

ISA will use medical/claims audit data & hospital audit reports for any disciplinary actions to be taken on the empanelment hospitals by SHA.

Agreement No.: Dated,

Bhopal the , 2018

DRAFT SERVICE LEVEL CONTRACT

BETWEEN THE PUBLIC HEALTH AND FAMILY WELFARE DEPARTMENT, GOVERNMENT OF MADHYA PRADESH AND ITS DESIGNATED STATE HEALTH AGENCY
AND
THE IMPLEMENTATION SUPPORT AGENCY,
FOR PROVIDING SUPPORT FOR THE IMPLEMENTATION OF AYUSHMAN BHARAT-MADHYA PRADESH

This CONTRACT (hereinafter called the “**Contract**”) is signed on the [day....] day of the month of [month], 2018, at Bhopal between, on one part, Public Health and Family Welfare Department, Government of Madhya Pradesh and its designated State Health Agency (SHA) (hereinafter called the “**Authority**”) for the Implementation of Ayushman Bharat-Madhya Pradesh and, on the other Part, [name of Service Provider] (hereinafter called the “**Implementation Support Agency**”).

WHEREAS

The Authority has invited Bids vide No. dated for certain services viz. “Implementation of Ayushman Bharat” and has accepted a Bid submitted by the [name of Service Provider] to provide the Services as defined in the Conditions of Contract and subsequent Schedules attached to this Contract (hereinafter called the “**Services**”);

The Authority and the Implementation Support Agency agree as follows:

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract. This Contract shall prevail over all other contract documents:

- a) Tender document published by DDSSP for Selection of Implementation Support Agency for providing support services for the implementation of Ayushman Bharat –Madhya Pradesh (AB-MP, Niramayam)
- b) The Notice of Award (NoA) issued by SHA
- c) The Technical Bid submitted by the Bidder
- d) The Financial Bid submitted by the Bidder
- e) The Addenda Nos. to the Tender Document_____ (if any)
- f) Conditions of Contract
- g) Any other document mentioned in Conditions of Contract and its attachments

In consideration of the payments to be made by the Authority to the Implementation Support Agency as specified in this Contract, the Implementation Support Agency hereby covenants with the Authority to

provide the Services in conformity to all respects with the provisions of this Contract.

The Authority hereby covenants to pay the Implementation Support Agency in consideration of the provision of the Services the Service Fees or such other sum as may become payable under the provisions of the Contract in the form and manner prescribed hereunder.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the Bidder:

Signed: *[insert signature of authorized representative(s) of the Bidder]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the AUTHORITY:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. General Provisions:

1.1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Authority" refers to the Health and Family Welfare Department, Government of Madhya Pradesh and its designated State Health Agency (SHA) for the implementation of Ayushman Bharat-Madhya Pradesh Niramayam.
- b) "Applicable Law" means all applicable laws of India including statutes and ordinances, judgements, arbitral awards, decrees, orders, writ, injunction, directions, rules, bye-laws, regulations, notifications, having the force of law; from time to time.
- c) "Contract" means the contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in Notice of Award;
- d) "Effective Date" means the date of execution of the Contract;

- e) "Government" means the Government of India or Government of Madhya Pradesh as applicable in the specific instance.
 - f) "Key Personnel" shall have the meaning as set out in Clause 5.2.3 of the Conditions of Contract.
 - g) "Local Currency" means Indian Rupees;
 - h) "Personnel" means persons engaged by the Implementation Support Agency for providing specific Services or any part thereof; "Foreign Personnel" means such persons who at the time of being hired were domiciled outside India; "Local Personnel" means such persons who at the time of being hired were domiciled in India; and "Key Personnel" means the personnel referred to in Clause 5.2.3 of this Conditions of Contract .
 - i) "Party" means the Authority or the Implementation Support Agency, as the case may be, and Parties means both of them;
 - j) "Scheme" means the Ayushman Bharat-Madhya Pradesh Niramayam managed and administered by the Ministry of Health and Family Welfare, Government of Madhya Pradesh.
 - k) "Services" means the work to be performed by the Implementation Support Agency pursuant to this Contract for the purposes of the Scheme, as described in Schedule II. "Sub-Agency" means any entity to which the Implementation Support Agency Implementation Support Agency subcontracts any part of the Services.
 - l) "Third Party" means any person or entity other than the Authority and the Implementation Support Agency.
 - m) "Service Fees " means gross amounts of the Implementation Support Agency's original proposal in Indian Rupees with tax, duties, fees and other imposition as provided for in the General Conditions of Contract inclusive of all cost, all types of investigation works if any. The Service Fee per annum per unit quoted by the Bidder, will be used to compute the cumulative payable charges for all the Claims processed per annum, based on the number of Claims received will be used to compute the "Service fees", and will be all inclusive, with no additional payments made, whatsoever.
 - n) "State Government" means the Government of Madhya Pradesh.
 - o) "Approved / approval" means the approval in writing.
 - p) "PHI-Protected Health Information" means all types of health related information given by Beneficiaries in this Scheme.
 - q) "Beneficiaries" or "Beneficiary" refers to individual member(s) of the unit and all individuals covered under this scheme.
- 1.2. **Relations between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Implementation Support Agency. The Implementation Support Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.
- 1.3. **Law Governing the Contract:** This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India.
- 1.4. **Language:** This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation hereof.
- 1.5. **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

- 1.6. **Notices:** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address given in the Tender Documents.. Notice will be deemed to be effective as follows:
- In the case of personal delivery or registered mail, on delivery;
 - In the case of facsimiles and email, 24 hours following confirmed transmission.
 - A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the Conditions of Contract.
- 1.7. **Location:** The Services shall be performed at such locations as specified in Clause 5.6 of Conditions of Contract, hereto and, where the location of a particular task is not so specified, the Services shall be performed at such locations, as may be approved by the Authority.
- 1.8. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Implementation Support Agency may be taken or executed by the authorized representative specified in the bid document.
- 1.9. **Taxes and Duties:** The Implementation Support Agency and its Personnel shall pay the taxes, custom duties, fees, levies and other impositions under the Applicable Laws during the term of this Contract and the Authority shall have the right to make deductions, as may be appropriate under the Applicable Laws.

2. Commencement, Completion, Modification & Termination of Contract:

2.1. **Commencement of Services:** It shall be obligation of the Implementation Support Agency to commence Services and achieve the specified milestones as provided in clause 9.5. In case of failure to achieve the milestones, as specified, the Implementation Support Agency will be penalized as provided in clause 9.7.The Implementation Support Agency shall commence its obligations in relation to performing the Services within 15 (fifteen) days of execution of this Contract or such other time period as the Parties may agree in writing.

2.2. Expiration of Contract:

- a. Unless terminated earlier pursuant to Clause 2.8 of the Conditions of the Contract, hereof, this Contract shall expire when Services have been completed by the Implementation Support Agency and when the Authority issues completion certificate in relation to performance of such Services by the Implementation Support Agency.
- b. If the Scheme is terminated before the scheduled period, the Contract may be foreclosed. The Contract may also be extended if so desired by the Parties. In case of extension or foreclosure, pro-rata addition or deduction shall be entertained based on percentage quoted for that part of the whole Contract.
- c. At the discretion of Authority without assigning any reasons whatsoever, the Contract may foreclose at any stage. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Bid.. The Implementation Support Agency agrees and acknowledges that it does not reserve any right to claim compensation of whatsoever

nature for foreclosure of Contract by Authority.

2.4 Entire Agreement: This Contract constitutes the entire agreement between the Parties with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect hereto made prior to the date of Contract.

2.5 Modification: Modification of the terms and conditions of the Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 8.2 of the Conditions of the Contract hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure:

2.6.1 Definition:

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, (ii) economic hardship, (iii) any default of failure by the Implementation Support Agency in any agreement entered into by the Implementation Support Agency with the third party, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, and provided a notice herein to the other Party, for carrying out its obligations under the Contract.

2.6.3 Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event

of Force Majeure.

- 2.6.4 **Extension of Time:** Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.6.5 **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Implementation Support Agency shall not be entitled to be reimbursed for any additional costs.
- 2.6.6 **Consultation:** Not later than thirty (30) days after the Implementation Support Agency, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- 2.7 **Suspension:** The Authority may, with written notice instruct suspension of the performance of all or any of the Services of the Implementation Support Agency, suspend all payments to the Implementation Support Agency Implementation Support Agency hereunder if the Implementation Support Agency it fails to perform any of their obligations under this Contract, including the performance of Services hereunder, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) request the Implementation Support Agency Implementation Support Agency to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Implementation Support Agency Implementation Support Agency of such notice of suspension.

2.8 Termination:

- 2.8.1. **By the Authority:** The Authority may, terminate the Contract, by giving a written notice of termination of not less than 30 (thirty) days to the Implementation Support Agency for the occurrence of any of the events specified hereunder: If the Implementation Support Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 of the Condition of Contract, hereinabove, within thirty 30 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing:
- (a) If the Implementation Support Agency Implementation Support Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (b) If the Implementation Support Agency Implementation Support Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9, of Condition of Contract, hereof;
 - (c) If the Implementation Support Agency Implementation Support Agency submits to the Authority a statement which has material effect on the rights, obligations or interests of the Authority and which the Agency know to be false.
 - (d) If, as a result of Force Majeure, the Implementation Support Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (e) If deductions of account of penalty as defined in clause 9.7 of the Conditions of Contract exceeds more than 20 (twenty) percentage of the total Service Fees for one quarter or 10

(ten) percentage of the total service fees for two quarter;

- (f) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Implementation Support Agency, in the reasonable judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (h) If the Implementation Support Agency is found to have appointed a sub-Agency to perform all or any part of its Services without the prior consent of the Authority.
- (i) If under the assessment of the Authority, the Implementation Support Agency is found to be deficient in the delivery of Services of any component specified in 9.6 .

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in execution of the Contract

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Authority and includes collusive practice among agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition.

2.8.2 By the Implementation Support: The Implementation Support agency may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified hereunder of this Clause 2.8.2, of the Conditions of Contract, terminate this Contract:

- (a) If the Authority fails to pay the money due to, the Implementation Support Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving the written notice from the Implementation Support Agency that such payment is overdue;
- (b) Implementation Support Agency If, as the result of Force Majeure, is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to this Clause 2.8.1 or 2.8.2 of the Conditions of Contract, hereof, or upon expiration of this Agreement pursuant to Clause 2.3 of the Conditions of Contract hereof, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause 4.3 of Condition of Contract, hereof;
- (c) Any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 of the Condition of Contract, hereof, the Implementation Support Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to complete the Services in a prompt and orderly manner and shall make every

reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Implementation Support Agency and equipment and materials furnished by the Authority, the Implementation Support Agency shall proceed as provided by Clause 3.9 and 3.10 hereof.

- 2.8.5 **Payment upon Termination:** Upon termination of this Contract, pursuant to Clauses 2.8.1 or 2.8.2 of the Condition of Contract hereof, the Authority shall make the payments to the Implementation Support Agency provided after offsetting against these payments any amount that may be due from the Implementation Support Agency:
- (a) Service Charges pursuant to Clause 7 of Condition of Contract, hereof for Services satisfactorily performed prior to the date of termination;
 - (b) Except in the case of termination pursuant to paragraphs (a) through (g) Of Clause 2.8.1 of Condition of Contract, hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 2.8.6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in Clause 2.8.1(a) or Clause 2.8.1(g) of the Conditions of Contract or in Clause 2.8.2 of Condition of Contract, hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the arbitration clause hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Period of Contract Agreement & Performance Bank Guarantee

- 3.1 The agreement with the Implementation Support Agency, will be for a period of 3 (three) years (from the date of signing the Contract) initially and may be extended further annually, for a maximum term of 3 (three) years, subject to review of performance of Services by the Authority at the end of each year.
- 3.2 The performance security of INR 100,00,000 (one crore) shall be retained in the form of Bank Guarantee as per 2.9.5 in the RFP aforementioned. This shall be retained by SHA till up to one month from the time of expiry of contract.

4 Obligations of the Implementation Support Agency:

4.1 General:

- 4.1.1 **Standard of Performance:** The Implementation Support Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Implementation Support Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interest in any dealings with third parties.
- 4.1.2 **Law Governing Services:** The Implementation Support Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel(s) of the Implementation Support Agency comply with the Applicable Laws. The

Authority shall advise the Implementation Support Agency in writing of relevant local customs and the Implementation Support Agency shall, after such notifications respect such customs.

4.2 Conflict of Interests:

4.2.1 **Implementation Support Agency not to Benefit from Commissions, Discounts etc.:** The Service Fees of the Implementation Support Agency pursuant to Clause 7 of Condition of Contract, hereof shall constitute the Implementation Support Agency's sole remuneration in connection with this Contract or the Services and, the Implementation Support Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Implementation Support Agency shall use their best efforts to ensure that their personnel or their agents, similarly shall not receive any such additional remuneration.

4.2.2 **Procurement Rules of the Authority:** If the Implementation Support Agency as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Implementation Support Agency shall comply with any applicable procurement guidelines of the State Government/ Authority and shall at all times exercise such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Implementation Support Agency Implementation Support Agency in the exercise of such procurement responsibility shall be for the account of the Authority.

4.2.3 **Prohibition of Conflicting Activities:** Neither the Implementation Support Agency nor the Personnel appointed by Implementation Support Agency shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities objectionable to Authority.

4.3 **Confidentiality:** Each party shall maintain in confidence all information that have been identified as 'Confidential' and disclosed to the other party including but not limited to information related to the other party's trade secrets, know- how/technical data, research, products, software services, development, inventions, processes, techniques, strategies, internal procedures, employees and business opportunities, beneficiaries either present or prospective and PHI ("**Confidential Information**"). Further, each Party undertakes not to divulge to a third party any Confidential Information obtained by it in the course of its execution of its Services or use such information for any purpose whatsoever save as may be strictly necessary for the performance of the obligation under this Contract

4.3.1 Authority shall execute Separate Non-Disclosure Agreement ("**NDA**") with Implementation Support Agency so as to comply with confidentiality.

4.3.2 In any case system must comply with Reasonable Security Practices for PHI as specified in Section 43A of Information Technology Act, 2000 so as to avoid legal liabilities in the cases confidentiality violation resulting in Information Technology Act, 2000 compensation claims against Implementation Support Agency. Special Techno-Legal Audit and Cyber Law Compliance Audit Report shall be submitted by the Implementation Support Agency to the

Authority so as to comply with aforesaid provisions of due diligence as per Indian I.T. Act, 2000, I.T. Act, 2008, all applicable Information Technology and Cyber Security Acts (latest revisions) and all other applicable IT standards and regulations (state and national).

4.4 Liability of the Implementation Support Agency: Limitation of the Implementation Support Agency's Liability towards the Authority:

4.4.1 Except in case of gross negligence or willful misconduct on the part of the Implementation Support Agency or on the part of any person or firm acting on behalf of the Implementation Support Agency in carrying out the Services, the Implementation Support Agency, with respect to damage caused by the Implementation Support Agency to the Authority's property, shall be liable to the Authority,

(a) For any indirect or consequential loss or damage; and

(b) For any direct loss or damage that does not exceed

(A) the total payments for Services Fees or

(B) the proceeds the Implementation Support Agency may be entitled to receive from any insurance maintained by the Implementation Support Agency to cover such a liability, whichever of (A) or (B) is higher.

(c) This limitation of liability shall not affect the Service Agency's liability, if any, for damage to Third Parties caused by the Implementation Support Agency or any person or firm acting on behalf of the Implementation Support Agency in carrying out the Services.

4.5 Insurance to be taken out by the Implementation Support Agency (ISA): The Implementation Support Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been paid. The risks and the coverage shall be as follows:

4.5.1 Third Party Motor Vehicle Liability Insurance as required under the Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Implementation Support Agency or their Personnel for the period of Contract.

4.5.2 Third Party Liability Insurance (Comprehensive General Liability) with a minimum coverage for INR. 10 Lakhs for the period of Contract.

4.5.3 Implementation Support Agency's Liability and Workers' Compensation Insurance in respect of the personnel of the Agency, in accordance with the relevant provisions of the Applicable Laws, as well as, with respect to their personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

4.5.4 Insurance against loss of or damage to:

(a) the Service Agency' property used in the performance of the Services,

(b) Any documents prepared by the Implementation Support Agency in the performance of the Services.

4.6 Accounting, Inspection and Auditing: The Implementation Support Agency shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized

representatives of Authority to inspect the Implementation Support Agency's account and records related to the performance of the Implementation Support Agency, if so required by the Authority.

4.7 Implementation Support Agency's Actions requiring Authority's prior Approval: The Implementation Support Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

4.7.1 Any action which is likely to affect the interests of the Authority.

4.7.2 Any other action objectionable or prejudicial to the Authority.

4.8 Reporting Obligations: The Implementation Support Agency shall submit to the Authority the reports and documents required to be submitted as intimated to them in writing by the Authority, in the numbers and within the time periods set forth.

4.9 Documents Prepared by the Implementation Support Agency to be the Property of Authority: All plans, drawings, specifications, designs, reports and other documents prepared by the Implementation Support Agency in performing the Services shall become and remain the property of the Authority, and the Implementation Support Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Implementation Support Agency may retain a copy of such documents. The Implementation Support Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Authority.

4.10 Equipment and materials furnished by the Authority: Equipment and materials made available to the Implementation Support Agency by the Authority, or purchased by the Implementation Support Agency with funds provided by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Implementation Support Agency shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment and materials, the Implementation Support Agency, unless otherwise instructed by the Authority in writing, shall insure them in an amount equal to their full replacement value.

4.11 Intellectual Property Rights: The Implementation Support Agency shall indemnify Authority against all third-party claims of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from the use of the goods/services or any part thereof in India, the Implementation Support Agency shall act expeditiously to extinguish such claim. If the Implementation Support Agency fails to comply and Authority is required to pay compensation to a third party resulting from such infringement, the Implementation Support Agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. Authority will give notice to the Implementation Support Agency of such claim, if it is made, without delay.

4.11.1 Application Software being used by Implementation Support Agency for providing the Services shall be the responsibility of the Implementation Support Agency. All the data generated during the services will be owned by Authority as per the policy of the State Government.. Implementation Support Agency has to establish piracy prevention policy and submit the same to the Authority. The Implementation Support Agency will comply with all Applicable Laws

International Conventions on Data Protection and Patient Data Confidentiality Act.

4.11.2 The software licenses supplied by Implementation Support Agency shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the Original Equipment Manufacturer (OEM) at no additional cost to the Authority during the entire period of Contract.

4.11.3 The hardware and software (along with the source code) would be the property of the Authority.

4.12. **Appointment of Sub-Agency:** The Implementation Support Agency may sub-contract certain activities related to scope of work of the Implementation Support Agency under this Project. The activities proposed to be subcontracted by the Implementation Support Agency shall be indicated in the Technical Proposal, with sufficient justification. It is clarified that the Implementation Support Agency shall have the sole responsible for all activities in the scope of Services of the Scheme – sub-contracted or otherwise, and will be held liable by Authority for all aspects of the Scheme.

4.13. **Fraud Management System:** The Implementation Support Agency agrees and undertakes that it shall at all times, have a robust, state of art, updated & competitive fraud management system, as provided in Clause 3.6.7.1 of the Tender Documents.

5. Agency' Personnel:

5.1 **General:** The Implementation Support Agency shall engage and provide services of required qualified and experienced personnel.

5.2 Description of Personnel:

5.2.1 The titles, job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency' Key Personnel, are to be submitted in the Technical Bid. The actual list of personnel marked for deployment has to be submitted to the Authority and get approved before the commencement of Services.

5.2.2 If required to comply with the provisions of Clause 4.1.1 of Condition of Contract, adjustments with respect to the estimated periods of engagement of Key Personnel may be made by the Agency by written notice to the Authority, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is higher. Any other such adjustments shall only be made with the Authority's written approval.

5.2.3 "Key Personnel" are those who will be individually in-charge of IT Support, Enrollment, Pre-Authorization, Claims Processing, Network Hospital Management and Medical Audit, IEC and MIS. Key Personnel should have the following minimum qualifications:

Key Personnel	Minimum Qualification & Experience
Project Manager (1)	Post-graduation in health & allied discipline with a Degree in Management and minimum experience of seven years of handling similar projects is mandatory

Pre-authorization Officer (1)	MBBS, with prior experience in handling preauthorization/claims.
Claim Processing Officer (1)	MBBS with prior experience in handling preauthorization/claims
Medical Audit Officer (1)	Post-graduate(MD/MS)
IT Support & Enrolment Officer (1)	Post Graduate in Computer Science/IT/Electronics with a minimum of 4 years' work experience in development of applications and database.

5.3 Approval of Personnel: The Key Personnel, which the Implementation Support Agency proposes to engage in carrying out the Services, are required to be approved by the Authority before deployment. The Implementation Support Agency shall submit CV/Bio data of the proposed Key Personnel to the Authority for review and approval. If the Authority do not object in writing (stating the reasons for the objection) within ten (10) calendar days from the date of receipt of CV/ bio data, such Key Personnel shall be deemed to have been approved by the Authority.

5.4 Working Hours, Overtime, Leave, etc.: The Implementation Support Agency's Service Fees shall be deemed to cover all the expenditure incurred in leaves, overtime pays, home travel etc. Any taking of leave by Personnel on account of unforeseen circumstances shall be with prior approval of the Authority and the Implementation Support Agency shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, no fee shall be payable to the Implementation Support Agency for such leave periods and suitable deductions from the bills shall be made on this account.

5.5 Removal and/or Replacement of Personnel:

5.5.1 Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Implementation Support Agency, it becomes necessary to replace any of the personnel, the Implementation Support Agency shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total Key Personnel as approved as per clause 5.3, of Condition of Contract, in a particular quarter.

5.5.2 If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

5.5.3 In case of any of the personnel provided as a replacement under Clause 5.5.1 and 5.5.2 of Condition of Contract above, the Agency shall bear all additional travel and other costs, or any costs arising out of or incidental to any such removal and/or replacement.

5.6 Head Office and Regional Office: The Implementation Support Agency shall establish the head office with adequate staff and infrastructure at Bhopal, as close to the Authority,(SHA may provide

space for the officer however the utility expenses shall be borne by ISA) which shall form the official address for all communication and transaction with regard to the performance of the services of the Implementation Support Agency. The Implementation Support Agency shall ensure that at all times during the performance of the Services a Project Manager, acceptable to the Authority, shall take charge of the performance of such Services.

5.7 **Non-Disclosure Agreement:** Every person appointed by Implementation Support Agency shall sign separate Non-Disclosure Agreement with the Implementation Support Agency so as to comply with reasonable security requirements as per provisions of Information Technology Act, 2000.

6. Obligations of the Authority:

6.1 **Assistance and Exemptions:** The Authority shall use its best efforts to ensure that the Government shall:

6.1.1 Provide the Agency, and Personnel with documents as shall be necessary to enable the Agency, or Personnel to perform the Services;

6.1.2 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

6.1.3 Provide to the Agency and Personnel any such other assistance as may be required from time to time.

6.2 **Access to all facilities:** The Authority will facilitate access free of charge, to all facilities owned by State Government, in respect of which access is required for the performance of the Services.

6.3 **Services, Facilities and Property of the Authority:** Though not obligatory, the Authority shall provide all possible assistance, within his own constraints, to the Implementation Support Agency to set up the establishment in the place of providing service covered under this Contract as per the Clause 3 in the Tender Document.

6.4 **Counterpart Personnel:** No counterpart personal will be made available to the Implementation Support Agency by the Authority.

6.5 **Access to Aadhaar Database:** Authority will coordinate with the Authentication user agency (AUA) to facilitate the selected ISA for Aadhaar based authorization of the Beneficiaries. The Implementation agency will not be required to seek any approvals or authorizations in this regards.

7. Payments to the Implementation Support Agency:

7.1 **Service Fees:** The Service Fee per Claim Processed will be used to compute the cumulative payable Fees for all Claims processed per annum, based on the number of Claims received (referred to as “**Service fees**”, hereinafter) and will be all inclusive, with no additional payments made, whatsoever.

7.2 **Currencies of Payment:** All payments by the Authority under this Contract will be made only in Indian Rupees.

7.3 **Mode of Billing and Payment:** Billing and payments in respect of the Services shall be made as

follows:

- 7.3.1 The payment of Service Fee Schedule shall be as per Clause 2.24 of the Tender Document.
- 7.3.2 The penalty levied if any on the Implementation Support Agency, as penalty and damages, will be deducted from the quarterly bill payable.
- 7.3.3 The Authority after confirming the veracity of the invoice submitted, and that the requisite adjustments as specified in Clause 2.24 of the Tender Document, will make the payment to the Agency.
- 7.3.4 Authority will not entertain any requests for additional payments on any account whatsoever, including miscalculations.
- 7.3.5 Penalty for not executing the work or for delay in execution:
- (a) If the Authority realizes directly, or through an agency (third party) appointed by the Authority for the purpose of evaluating the service, that the Implementation Support Agency has not completed all or any or any part of its work described in Clause 3 of the Tender Document, during the Contract period, the Agency will be liable to pay a fixed penalty equivalent to 2% of the Performance Security retained every quarter by the Authority, as applicable.
 - (b) In case of delay of execution of work, the Agency shall be liable to pay a penalty as described in Schedule-IV. Penalty & Damages, for delay in execution of work of this scheme.
 - (c) penalty levied if any on the Implementation Support Agency, as penalty and damages, will be deducted from the quarterly bill payable as per clause 2.24.8 of the tender.
 - (d) In case of failure to comply with the defined KPI's as specified in Clause 9.6. of the Conditions of Contract and as defined in Clause 9.7 of Penalty and damages.

8. Fairness and Good Faith:

- 8.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 8.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the term of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

9. Settlement of Disputes:

- 9.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 9.2 **Dispute Settlement:** Disputes related to penalty shall be settled by the appellate authority, which will be an executive committee chaired by Principal Secretary Health Madhya Pradesh , all other

disputes shall be settled by arbitration in accordance with the following provisions:

- 9.2.1 The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Contract. If the Parties cannot resolve any such dispute then disputes shall be referred to the tribunal of three (3) arbitrators (one to be nominated by the "Implementation Support Agency" and one by "Authority" and the third arbitrator will be chosen by the 2 (two) arbitrators appointed by both the Parties) in writing before proceeding on the reference. The decision of the shall be final and binding on all parties to the Contract and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract.
- 9.2.2 While invoking arbitration, the Implementation Support Agency shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.
- 9.2.3 The proceedings of arbitration shall be conducted in the English language and the arbitration shall be held in Bhopal, India.
- 9.2.4 If the Implementation Support Agency does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Authority that final bill is ready for payment, the claim of the Implementation Support Agency shall be deemed to have been waived and absolutely barred and the Authority shall be discharged and absolved of all liabilities under the Contract.
- 9.3 **Arbitrator's fee:** If any fees are payable to the Arbitrator these shall be paid equally by both Parties.
- 9.4 Arbitration clause shall be only applicable in case of dispute is arising out of Contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach carried out by either Implementation Support Agency itself or its employees.

9.5 Critical Timelines

Sr .No	Activity	Timeline
1.	Nomination of Project Manager	Within one week of signing of the contract.
2.	Approval of list & no of Staff presented by ISA of key Personnel	Within one week of signing of the contract.
3.	Setting of Project Office by ISA	Within two weeks of signing of the contract.
4.	Appointment of Ayushman Mitra's	Within ten days of signing of the contract.
5.	Deployment of Critical minimum staff (as specified) at the project office	Within three weeks of signing of the contract.
6.	Preparation of training material by ISA & approval of same by SHA	Within a week of award of contract.
7.	Setting up of call center	Within Ten days from the date of signing of the contract.

Sr .No	Activity	Timeline
8.	Training of Ayushman Mitra's.	Within three days of appointment of Ayushman Mitra's.
9.	Training of Hospital staff	Within fifteen days of empanelment of hospitals or signing of contract in case of already empanelled hospitals.
10.	Setting up of IT hardware (biometric machines, laptop/desktops, scanner, printer at the Government Network Hospitals)	Within twenty days from the date of signing of contract.

9.6 Key Performance Indicators

The Implementation Support Agency shall, at all times, ensure compliance with the Key Performance Indicators as mentioned below. The list mentioned herein is not an exhaustive list, and the Authority shall have the right to modify, alter or amend the KPI(s); as may be necessary and the Implementation Support Agency agrees to comply with such KPIs as may be amended, from time to time.

Category	Sr . No	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation/Reporting to SHA Frequency
Operating Hours & Personnel	1	24X7 Availability of Required Manpower at ISA Main Office for Providing the Services as per the Agreement.	100%	Operating Hours Log Registers/ Audit by SHA	Weekly
SOPs	2	Preparation and Submission of SOPs to the Authority within 15 days of commencement of the Operations.	100%	SOP document submitted to the Authority	Weekly
Availability of Personnel	3	Ensuring Availability of Defined Number of key personnel to be deployed at ISA office, & other Personnel at Districts level and at Hospitals.	100%	HR Register & MIS data	Monthly
Call Centre	4	Call Centre operational 24x7 with uninterrupted services with minimum requirements as per clause 3.2.2.	100%	Operating Hours Log Registers/ Audit by SHA	Monthly
	5	Training of Call Centre Staff Before Deployment as per the SOPs.	100%	ISA HR Training Register/ Audit by	Monthly

				SHA	
	6	Availability and Operational Condition of requirement infrastructure for Operating Call Centre including hardware, software and recording facilities.	100%	Compliance Report Submitted by ISA/ Random Audit by SHA	Monthly
Beneficiary Identification & Facilitation	7	Facilitation of beneficiaries at the EHCP via quick validation process & liaison with Medical Coordinator at the EHCP.	100%	Audits by SHA, grievance by Beneficiaries related to Hospital experience, Random checks	Monthly
	8	Reporting of Error/ Discrepancy in the Beneficiary Data & Details	100%	Beneficiary verification register/ MIS Report to be submitted by ISA to SHA.	Weekly
Preauthorization	9	Approve/ Process Pre-authorization request within 6 hours from receipt of request.	>98%	MIS data/ Audits by SHA	Monthly
	10	Approve/Process Preauthorization request within 1 hour for emergency cases	100%	MIS data/ Audits by SHA	Monthly
	11	Review and ensure completeness of all approved preauthorization, as per the requirements defined in SOP under the scheme.	100%	MIS data/ Audits by SHA	Monthly
Claims Processing	12	Scrutinize bills, validate claims & release of payment within 20 days (from receiving of the Claims/ report/documents of queries raised by Hospitals) to the Hospital.	>95%	MIS data/ Audits by SHA	Monthly
Audit & Monitoring	13	Deployment of designated audit resources (Internal and Medical) as per the	100%	HR Register/ MIS data/	Monthly

		defined requirement and SOP.		Audits by SHA	
	14	Hospital audit (of at least 5% of the hospitals every quarter).	100%	MIS data/ Audits by SHA	Monthly & Quarterly
	15	Claim submission Audit (of at least 5% of randomly selected claims processed every month)	100%	MIS data/ Audits by SHA	Monthly
	16	Medical Audit of minimum 5% other than the Claim submission audit	100 %	MIS data/ Audits by SHA	Monthly
	17	Submission of Audit Reports within 7 days from the end of previous month.	100%	MIS and Audit Reports	Monthly
Grievance Redressal	18	Submission of open/ non-closed grievance report to the Authority	100%	Review of Call Centre and patient feedback data/ MIS Data	Weekly
	19	90% of grievances should be addressed within 3 working days along with the action taken report (72 hours).	100%	Review of Call Centre and patient feedback data/ MIS Data	Weekly
	20	100% of grievances to be addressed & action taken report submitted within 7 days	100%	Review of Call Centre and patient feedback data/ MIS Data	Weekly
IT system	21	Compliance with all IT standards and regulations as per IT ACT 2000 and 2008 and other state and national level acts/regulations/standards.	100%	Third Party Audit Report	Monthly
	22	Compliance for quality of all third party software and applications, operating systems, antivirus, malware and other such required software/applications such that they are all genuine/authentic products. ISA shall make sure no pirated software are installed on their systems	100%	Third Party Audit Report	

	23	Compliance for licenses and up to date signatures and security patches for operating systems, third party software, antivirus, malware, firewalls and all other software/applications	100%	Third Party Audit Report	
	24	Compliance to all applicable IT security, data protection and other cyber security standards as per GoI and MP state guidelines	100%	Third Party Audit	
	25	Compliance to all applicable (GoI and MP state) standards and regulations for Network Security	100%	Third Party Audit	
Training & HR	26	Training Ayushman Mitras before deploying them at the EHCP	100%	Report to be sent by ISA on training, audit by SHA team on the knowledge & skills of Ayushman Mitra's	Weekly
	27	Refresher training to the Ayushman Mitra's once in six months	100%		
	28	Training of Staff deployed at ISA Project Office, District level and Hospital level.	100%	HR Training Register maintained by ISA/ Assessment Done by SHA	Weekly
		80% of assigned manpower to be retained on ISA's pay roll for at least one year on a rolling year basis	100%	Personnel Report from ISA	Quarterly
De- empanelment	29	Report of de-empanelment and audit report of healthcare provider/ hospital as a support for de-empanelment process undertaken by SHA	100%	Report to be submitted by ISA to SHA	Monthly
Reporting of Abuse/ Fraudulent Activities	30	Identifying and reporting of fraudulent activities by EHCP and any staff of ISA.	100%	Report to be submitted by ISA to	Immediately/ daily

				SHA	
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9.7 Penalty

Encapsulated below is an illustrative penalty on various non-compliances in relation to Services of the Implementation Support Agency. The Authority, may at its sole discretion, increase or decrease the penalty limits enshrined herein and the Implementation Support Agency shall be bound by this Clause 9.7, including any modifications or amendments, thereto.

S.No	Deliverable	Benchmark/ Source of Data	Penalty (as % of quarterly invoice)
1.	Deployment of Project Manager	Within one week of signing of the contract	1% for per week delay
2.	Deployment of Key personnel and District Coordinators	Within two weeks of signing of the contract	1% for per week delay
3.	Training to the stakeholders	Within three weeks from the date of signing of the contract	1% for per week delay
4.	> 2% of preauthorization delayed beyond the specified timeline in the agreement.	Consolidated quarterly data	Delay 2-5% - 1% Delay 5-10%-2% Delay >10%,-3% of quarterly invoice
5.	> 5% of claims settled beyond stipulated timeline in the agreement.	Consolidated quarterly data	3% of quarterly invoice in addition to the interest levied by EHCP's for late bill settlement (if any)
6.	<5% of hospital audit reports per quarter submitted	Consolidated quarterly audit report data	3% of quarterly invoice
7.	Grievance's without ATR within the 7 days of the registration of grievance	Consolidated monthly data	1% for a particular month payable to ISA (calculated at the end of quarter)
8.	> 2% of incoming calls not responded.	Consolidated monthly data	1% for a particular month payable to ISA (Calculated at the end of quarter)

9.	Incorrect Preauthorization	Quarterly report by SHA	Financial loss (SHA /Beneficiary) calculated on the basis of sample audits performed by SHA & extrapolated to the total number of preauthorization's processed during that period
10.	Incorrect approved Claims	Quarterly report	Financial loss (SHA /Hospital) calculated on the basis of sample audits performed by SHA & extrapolated to the total number of claims processed during that period
11.	Less than 80% personnel retained on ISA's pay roll for at least one year on a rolling year basis	Quarterly report based on biometric attendance report by ISA	3% of the quarterly invoice raised.

Annexure 1

Format: Tech-1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

CEO,

Ayushman Bharat – DDSSP

1st floor, IEC Bureau, Jai Prakash District Hospital Compound,

1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462001

Dear Madam/Sir,

Sub: Technical Bid for Implementation of the Ayushman Bharat – Madhya Pradesh in the State of Madhya Pradesh

With reference to your Tender Documents dated ***[insert date] day of [insert month], 2018***, we, [insert name of Bidder], wish to submit our Technical Bid for the award of the ISA Contract for the implementation of the Ayushman Bharat – Madhya Pradesh (AB-MP (Niramayam)) in the state of Madhya Pradesh. Our details have been set out as per Tech 2 of the Tender Document.

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

- 1 We acknowledge that the Public Health and Family Welfare Department, the Government of Madhya Pradesh or any other person nominated by Government of Madhya Pradesh (the State Health Agency) will be relying on the information provided in our Qualification Bid and the documents accompanying such Technical Bid for selection of the Eligible Bidders for the evaluation of the Bid, and we certify that all information provided in the Technical Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Technical Bid are true copies of their respective originals.
- 2 We shall make available to the State Health Agency any clarification that it may find necessary or require to supplement or authenticate our Technical Bid.
- 3 We acknowledge the right of the State Health Agency to reject our Qualification Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
- 4 We undertake that:
 - i. We satisfy the Technical Criteria and meet all the requirements as specified in the Tender Documents.
 - ii. We agree and release the State Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in

connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

5 We represent and warrant that:

- i. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
- ii. We accept the terms of the ISA Contract that will be signed after selection of ISA and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main ISA Contract or the draft Supplementary ISA Contract, if declared as the Successful Bidder.
- iii. We are registered with the IRDAI to undertake the health related activities in India and we hold a valid registration for the same as on the date of submission of this Bid.
- iv. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
- v. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
- vi. The State Health Agency is not obliged to return the Technical Bid or any part thereof or any information provided along with the Technical Bid, other than in accordance with provisions set out in the Tender Documents.
- vii. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
- viii. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the ISA Contract.
- ix. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the ISA Contract.
- x. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until ***[insert date] day of [insert month], 2018.***

6 We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.

7 We are submitting with this Letter, the documents that are listed in the checklist set out in Tech 8 of tender document.

8 We undertake that if we are selected as the Successful Bidder we shall:

- i. Sign and return an original copy of the Notice of Award (NOA) to the State Health Agency (SHA) within **three days** of receipt of the NOA, as confirmation of our acceptance of the NOA.
- ii. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the State Health Agency.

iii. Execute the ISA Contract with DETAILS OF THE BIDDER

9 Details of the Company

- i. Name:
- ii. Address of the corporate headquarters and its branch office head in the State, if any:
- iii. Date of incorporation and/or commencement of business:

10 Details of individual(s) who will serve as the point of contact/communication for the State Health Agency:

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:

11 We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Qualification Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the ISA Contract to support the implementation of the AB-MP (Niramayam) in the State of Madhya Pradesh.

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

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

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

Dated this [insert date] day of [insert month], 2018

(Signature)

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

In the capacity of[insert position]

Duly authorized to sign this Bid for and on behalf of.....[insert name of the company]

Seal of the company

Annexure 2

Format: Tech-2: Applicant Details

[On the letterhead of the Bidder]

1 Details of the Company

- i. Name:
- ii. Address of the corporate headquarters:
- iii. Corporate Identification Number:
- iv. PAN:
- v. Date of incorporation:
- vi. Date of commencement of business:
- vii. Address and contact numbers of its branch office in the State/UT, if any:
- viii. Name and contact details of Branch Head in the State/UT:

2 Details of the individual who will serve as the **point of contact / communication for the State Health Agency for the purposes of this tender:**

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. Mobile number:
- vii. E-mail Address:
- viii. Fax Number:

3 Particulars of the **Authorised Signatory of the Bidder:**

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. Mobile number:
- vii. E-mail Address:

viii. Fax Number:

Dated this **[insert date] day of [insert month], 2018**

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Annexure 3

Format: Tech-3: Power of Attorney for Signing of Bids
(On INR. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents that we [insert registration number / CIN of the Company] [name and address of the registered office] having CIN [insert registration number / CIN of the Company] do hereby constitute, appoint and authorize Mr./Ms. [insert name] residing at [insert residential address] who is presently employed with us and holding the position of [insert current position] as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of a bid pursuant to Tender Document No..... [insert Tender Document No] dated [insert date] day of [insert month], 2018) issued by the Public Health and Family Welfare Department, the Government of Madhya Pradesh, acting through the State Health Agency, for the Ayushman Bharat – Madhya Pradesh, including signing and submission of all documents and providing information/ responses to State Health Agency in all matters in connection with our Bid.

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

Dated this the [insert date] day of [insert month], 2018

Accepted

(Name, Designation and Address)

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued*

Annexure 4

Format: Tech-4: Bidder's Undertaking

[On letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

CEO,

Ayushman Bharat – DDSSP

1st floor, IEC Bureau, Jai Prakash District Hospital Compound,

1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462001

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with Terms of the Ayushman Bharat – Madhya Pradesh

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory for and on behalf of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of ISA Contract for the implementation of the Ayushman Bharat - Madhya Pradesh(AB-MP (Niramayam)).

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

Dated this [insert date] day of [insert month], 2018

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Seal of the company

Annexure 5

Format: Tech-5: List of Supporting Documents

- 1 Bid Application Cover Letter: **Tech-1**
- 2 Applicant Details: **Tech -2**
- 3 Power of Attorney for Signing of Bids: **Tech -3**
- 4 Bidder's Undertaking: The undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme as provided in this Tender Document: **Tech-4**
- 5 Supporting documents to be submitted: marked as Annexures Tech -5-1 to 5-4
 - a) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: **marked as Annexure Tech -5-1**
 - b) Previous three (3) years' (2014-15, 2015-16, 2016-17)audited Balance Sheet and Profit and Loss Statement with Auditors' Report: **marked as Annexure Tech-5-2**
 - c) True certified copies which provides proof that the Company has experience of handling at least 50,000 claims in the last financial year (2016-17): **marked as Annexure Tech-5-3**
 - d) True certified copies which provides proof that the Company has experience in processing health claims of not less than Rs. 100 crore in last financial year and a total of Rs. 250 crore in last three consecutive years (2014-15, 2015-16, 2016-17): **marked as Annexure Tech-5-4**
 - e) True copy of Undertaking Regarding Blacklisting: **marked as Annexure Tech 5-5**
- 6 Checklist for submission of Qualification Bid: **Tech-6**

Annexure 6

Format: Tech-5-2: Financial Capacity of Bidder to be certified by the Statutory Auditor

[On letterhead of the Statutory Auditor]

Ayushman Bharat – DDSSP
1st floor, IEC Bureau, Jai Prakash District Hospital Compound,
1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462001

We hereby certify that the following information on the basis of revenue conciliation statements and audited Profit and Loss Statements of the financial years ended in March 2015, March 2016 and March 2017 of **[insert name of the company]** having its registered office at **[insert registered address of the company]**.

Year	Overall annual turnover in health related insurance business (in Crores of Rs.)
2014-15	
2015-16	
2016-17	

Authorized Signature

Name

Address of Auditor

Seal of the Auditor

Note: For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [65 (Sixty Five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - i. Reflect the financial situation of the Bidder
 - ii. Be audited by a statutory auditor;
 - iii. Be complete, including all notes to the financial statements; and
 - iv. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purpose of the RFP, "**Turnover**" shall mean as follows:
 - i. the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
 - ii. the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.

Annexure 7

Format: Tech-5-4: Financial Capacity of Bidder in processing claims to be certified by the Statutory Auditor

[On letterhead of the Statutory Auditor]

Ayushman Bharat – DDSSP
1st floor, IEC Bureau, Jai Prakash District Hospital Compound,
1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462001

We hereby certify that the following information on the basis of revenue conciliation statements and audited Profit and Loss Statements of the financial years ended in March 2015, March 2016 and March 2017 of **[insert name of the company]** having its registered office at **[insert registered address of the company]**.

Year	Overall revenue from processing health claims (in Crores of Rs.)
2014-15	
2015-16	
2016-17	

Authorized Signature

Name

Address of Auditor

Seal of the Auditor

Note: For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [65 (Sixty Five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - i. Reflect the financial situation of the Bidder
 - ii. Be audited by a statutory auditor;
 - iii. Be complete, including all notes to the financial statements; and
 - iv. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purpose of the RFP, "**Turnover**" shall mean as follows:
 - i. the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
 - ii. the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.

Annexure 8

Format: Tech-5-5: Undertaking Regarding Blacklisting

[On letterhead of the Bidder]

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Place:

Dated this [insert date] day of [insert month], 2018

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Seal of the company

Annexure 9

Format: Tech-6: Technical Capacity of Bidder

[On letterhead of the Bidder]

General Information

S N	Item	Details
1	State Government Health Insurance/Assurance or other Schemes related to Health Claim settlement in which the bidder was involved in providing services (in last three years, to be provided FY wise)	<i>Specify the details separately for different schemes/ Governments</i>
2	The total number of families covered under a particular State run Health schemes (in the last three years, to be provided FY wise)	<i>Specify the number of families for government schemes only</i>
3	Overall value of health claims managed in the last three Financial Years, to be provided FY wise	<i>Specify break up/ split for different government schemes and private health insurance, as applicable</i>
4	Total number of health claims managed in the last three financial years, to be provided FY wise	<i>Specify break up/ split for different government schemes and private health insurance, as applicable</i>

Last three Financial years should be read as 1st April 2014 to 31st March 2015, 1st April 2015 to 31st March 2016 and 1st April 2016 to 31st March 2017.

Other Additional Information (Specify following information for different schemes as mentioned above or under which experience is claimed in 3 and 4 above)

S No.	Item	Details
1	Name of Current Project	
2	Date of commencement of operations	
3	Currently Operational (Yes/No)	
4	Any other relevant information that the bidder deems the authorities should be made aware of?	

Dated this [insert date] day of [insert month], 2018

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Seal of the Company

Annexure 10

Performance Bank Guarantee Proforma

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide implementation services for Comprehensive Cashless Health Assurance Scheme for Haryana Government Regular Government Employees, Pensioners & their dependents to Purchaser (hereinafter called "the Authority")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of INR.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed INR. <Insert Value> (Rupees <Insert Value in Words> only).
- ii. This bank guarantee shall be valid up to <Insert Expiry Date>
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

STAMP AND SIGNATURE

Annexure 11
Format: Tech-7: Checklist for Qualification Bid
[On letterhead of the Bidder]

We, **[insert name of the Bidder]**, hereby confirm that we are submitting the following documents as a part of our Qualification Bid in response to this Tender Document under the AB-MP (Niramayam):

S.No.	Document	Tender Clause	Reference Document No.	Submitted (Yes / No)
1	Bid Application Cover Letter		Tech 1	
2	Applicant Details		Tech 2	
3	Power of Attorney		Tech 3	
4	Bidder Undertaking for unconditional acceptance to all the terms and conditions of the Scheme		Tech 4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates		Tech 5-1	
6	Last three (3) years' audited Balance Sheet and Profit and Loss Statement with Auditors' Report		Tech 5-2	
7	True certified copies which provides proof that the Company has experience of handling at least 50,000 claims in the last financial year (2016-178)		Tech 5-3	
8	True certified copies which provides proof that the Company has experience in processing claims of not less than Rs. 100 crore in last financial year (2017-18) and a total of Rs. 250 crore in last three consecutive year		Tech 5-4	
9	Undertaking Regarding Blacklisting		Tech 5-5	
10	Technical Capacity of Bidder		Tech 6	
11	Bid Fee in form of Demand Draft			
12	Performance Bank Guarantee as per Annexure 10			
13	Checklist for Qualification Bid		Tech-7	

Dated this **[insert date]** day of **[insert month]**, 2018

(Signature)

..... [insert name of the authorized signatory]
In the capacity of [insert position]
Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]
Seal of the company

Annexure 12

Format: Fin-1: Financial Bid

[On letterhead of the Bidder]

Date:

From:

[insert name of Bidder]

[insert address of Bidder]

To:

CEO,

Ayushman Bharat – DDSSP

1st floor, IEC Bureau, Jai Prakash District Hospital Compound,

1250, Link Road Number 2, Tulsi Nagar, Bhopal - 462001

Date: [insert date], 201X To

Dear Madam / Sir,

Subject: Financial Bid for Implementation of the Ayushman Bharat –Madhya Pradesh.

With reference to your Tender Documents dated **[insert date] day of [insert month], 2018**, we, [insert name of Bidder], wish to submit our Financial Bid for the award of the ISA Contract for the implementation of the Ayushman Bharat – Madhya Pradesh (AB-MP (Niramayam)) in the state of Madhya Pradesh. Our details have been set out as per Tech 2 of the Tender Document.

- 1 We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
- 2 We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the ISA Contract for the implementation of the AB-MP (Niramayam) in the State of Madhya Pradesh. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
- 3 We shall make available to the State Health Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
- 4 We acknowledge the right of the State Health Agency to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

- 5 We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid.
- 6 We acknowledge and declare that the State Health Agency is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
- 7 We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the State Health Agency of the same immediately.
- 8 For carrying out the activities as provided in the tender,

Particular	Quote
Administrative Fee per Beneficiary per annum excluding GST/Taxes (A)	Rs..... (Rs in words)
GST or applicable taxes (B)	Rs..... (Rs in words)
Total Fee per incl. all applicable taxes (C) = (A+B)	Rs..... (Rs in words)

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

- 9 We acknowledge, confirm and undertake that:
 - i. The terms and conditions of the Tender Documents and the Fee being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
 - ii. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the ISA Contract and the terms and implementation thereof.
- 10 We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
- 11 We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the State Health Agency carefully. We understand that except to the extent as expressly set forth in the ISA Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Health Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.
- 12 We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the State Health Agency if the ISA Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.
- 13 This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhopal, Madhya Pradesh will have exclusive jurisdiction in the matter.
- 14 Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this **[insert date] day of [insert month], 2018**

(Signature)

..... [insert name of the authorized signatory]

In the capacity of [insert position]

Duly authorized to sign this Bid for and on behalf of..... [insert name of the company]

Seal of the company