

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



बिहार सरकार

BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

2nd Floor, Block-3, Secretariat Extension Building, Old Secretariat, Patna-800015
Website:-<https://biswass.bihar.gov.in/> E-mail:- abnhpmbihar@yahoo.com Telephone:- 0612-2233504/2233505/2233506
e-tender (NIT) Reference No.:- 02 /BSSS/ ISA/ 2026-27
e-Tender Mode only <https://eproc2.bihar.gov.in>

Request For Proposal (RFP) for Selection of Implementation Support Agency (ISA) for implementation of Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhyamantri Janarogya Yojna (MMJAY) and other State Sponsored Health Assurance Schemes in the state of Bihar

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select Implementation Support Agency (ISA) for implementation of Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhyamantri Janarogya Yojna (MMJAY) and other State Sponsored Health Assurance Schemes in the state of Bihar.
2. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>, shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".

3. Schedule of Events

Sr. No.	Event Description	Timeline
3.1	Date & time of downloading the RFP	From 05:00 PM on 22/9/2026, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.2	Last date & time for submission (upload) of online bidding document.	13/10/2026 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.3	Date & Time of opening of Technical Bid	14/10/2026 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.4	Date & Time of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.5	Pre-bid Meeting (Date & time)	29/9/2026 from 11:00 AM to 12:00 PM
3.6	Pre-bid Meeting Venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna.
3.7	Lifecycle of Tender	180 days

Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of Bihar Swasthya Suraksha Samiti (BSSS).

ii) No tender will be accepted after closing date and time in any circumstances.

4. The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
5. 'Tender Processing Fee (TPF)' amount as per the eproc2 portal to be paid by the agency through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9,00,000/- (Rupees Nine lakh only) for each cluster transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>).

[Handwritten signatures and initials]

7. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) on or before the specified date and time as per **Clause 3** aforesaid. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
8. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage(s) only.
9. The Bidding documents shall be submitted in the mode as mentioned below:

(a) Earnest Money Deposit (EMD)	Online Mode
(b) Technical Bid	Online Mode
(c) Financial Bid	Online Mode

10. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of tender or cancel the tender without assigning any reasons at any stage and time.
11. All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in>) and shall be binding upon all bidders.

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://eproc2.bihar.gov.in>), "Zero" has been mentioned, by Bihar Swasthya Suraksha Samiti (BSSS). The actual value of the project depends on the L1 rate decided by this tender; therefore, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.


Administrative Officer,
Bihar Swasthya Suraksha Samiti (BSSS)



बिहार स्वास्थ्य सुरक्षा समिति
राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI
State Health Agency

REQUEST FOR PROPOSAL

For

**Selection of Implementation Support Agency (ISA) for
implementation of Ayushman Bharat – Pradhan Mantri Jan
Arogya Yojana (AB-PMJAY), Mukhyamantri Janarogya Yojna
(MMJAY) and other State Sponsored Health Assurance Schemes in
the State of Bihar**

ISSUED BY:

Bihar Swasthya Suraksha Samiti (BSSS)

(Volume- I)

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ABBREVIATIONS

AB-PMJAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
MMJAY	Mukhyamantri Jan Arogya Yojna
AL	Authorization Letter (from the ISA)
BFU	Beneficiary Family Unit
BSSS	Bihar Swasthya Suraksha Samiti
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
INR	Indian National Rupees
ISA	Implementation Support Agency
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
LOI	Letter of Intent
PMAM	Pradhan Mantri Arogya Mitra
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

BID DATA SHEET

Project title	Selection of Implementation Support Agency (ISA) for implementation of Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhyamantri Janarogya Yojna (MMJAY) and other State Sponsored Health Assurance Schemes in the state of Bihar.
Name of Bid Inviting Authority	Bihar Swasthya Suraksha Samiti (BSSS)
Name and Contact of Officer	Name: Randhir Kishore Designation: Procurement Manager, BSSS Contact No: +91 9264471413 Name: Mrinal Sisodia Designation: Director- Administration, BSSS Contact No: +91 9264471405 Name: Shailesh Chandra Diwakar Designation: Administrative Officer, BSSS, Government of Bihar Contact No.: +91 9264427723 Address: Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat Email: abnhpmbihar@yahoo.com
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Tenure of the Contract	Tenure of 2 years; however, it may be extended for a maximum period of one year based upon performance done as per defined KPIs in DCA Schedule-8 and other terms and conditions of this RFP.
Earnest Money Deposit/ Bid Security	Rs. 9,00,000/- (Nine Lakh Rupees Only) for each Cluster <i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document.</i>
Bid Processing Fees	As per the eproc2 portal to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.
Mode for submission of Bids	Bidders are to upload their Bids on the e-procurement portal https://www.eproc2.bihar.gov.in Submission of Bids through any other mode will not be accepted.
Mode of Selection	Single Stage, Two Envelopes (Technical and Financial)
Date of publishing of Tender Document	22/9/2026, 5 PM
Last date of receiving queries	On or before pre-bid meeting i.e. 29/9/2026
Pre-bid meeting	29/9/2026 at 11 AM to 12 PM at Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat.
Last date and time of bid submission / Bid Due Date	13/10/2026, 5 PM
Date and time of Technical Bid Opening	14/10/2026, 11 AM
Date and time of Financial Bid opening	To be announced later on the e-Procurement Portal https://www.eproc2.bihar.gov.in

Validity of Bid	180 days from last date for submission of the bid documents, excluding the last date of submission.
Acceptance of Letter of Intent (LOI)	Within 7 days of the issue of Letter of Intent.
Signing of ISA Contract	Within 14 days of issue of Letter of Intent.
Submission of Performance Security	On or before the date of signing the ISA Contract.

Note: -

1. The Bidding Process Schedule set out above is indicative in nature and the SHA may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. The responsibility shall lie with the Bidders to verify the Bid Process Schedule and the SHA shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. SHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum/Corrigendum. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc2.bihar.gov.in>). No separate communication shall be made to individual bidders and will not be published separately in newspapers.
2. This document is not transferable.

DISCLAIMER

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

This RFP includes statements, which reflect various assumptions and assessments arrived at by the SHA (State Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, uploading, expenses associated with any demonstrations or presentations which may be required by the State Government, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the State Government shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.

DEFINITIONS AND INTERPRETATIONS

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

AB-PMJAY shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) & **MMJAY** shall refer to Mukhyamantri Jan Arogya Yojna and other State Sponsored Health Assurance Schemes in the state of Bihar , *a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India/Department of Health, Govt. of Bihar through National Health Authority (NHA) / Bihar Swasthya Suraksha Samiti (BSSS) through State Health Agency (SHA), with the objectives of providing and improving access of eligible Beneficiary Family Units to quality secondary/ tertiary care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses .*

Applicable Laws: All laws, brought into force and effect by Government of India or the Government of Bihar, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP

Beneficiary means a member of the AB-PMJAY/MMJAY/Vay Vandana/other scheme Beneficiary Family Units or the beneficiaries families coming under the State Sponsored Health Assurance Schemes who are eligible to avail healthcare benefits up to Rs. 5 lakhs cashless treatment in any of the empanelled Government and Private hospitals within and outside the state of Bihar.

Beneficiary Family Unit or AB-PMJAY Beneficiary Family Unit refers to those families including all its members figuring under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, database of the State Government Referred to as AB-PMJAY/MM-JAY Beneficiary Family Unit henceforth in the document and the families covered under BOCW/ASHA/AWW/VAY VANDANA/Any other State Sponsored Health Assurance Scheme.

Benefit Risk Cover or Benefit Cover refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- on family floater basis, that the insured families would receive under the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, Mukhya Mantri Jan Arogya Yojna, Vay Vandana and other State Sponsored Health Assurance scheme(s).

Bid refers to a bid containing Technical Bid and Financial Bid, that is submitted by eligible ISA for qualification and award of contract in accordance with this Tender Document as per the provisions laid down therein. Bid (s) means collectively, Bids submitted by the Bidders

Bidder (s) refers to eligible ISA which submit their Bids in accordance with this Tender Document

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

Companies Act refers to the Companies Act, 2013, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.

Contract means draft Contract provided to the Bidders which shall be executed between selected ISA and SHA for implementation of the Scheme.

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

Empanelled Health Care Providers (EHCPs) shall mean and refer to those public or private health care providers who are empanelled by the SHA and NHA for providing services to the Beneficiaries including beneficiaries seeking treatment under portability feature of AB-PMJAY/ MMJAY and other State Sponsored Health Assurance scheme(s).

Fees or Service Fees shall mean Fee quoted by Eligible Bidders.

Financial Bid refers to financial bid submitted by a Bidder, in the format provided in Appendix-II of this RFP.

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

Fraud shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India.

Health Benefit Package refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under AB-PMJAY and detailed in Annexure 3 (a) of Implementation Support Contract.

Health Insurance/Assurance: The term health insurance/assurance is a type of insurance/assurance that covers beneficiaries' medical expenses.

Health Insurance Policy is a contract between an insurer and an individual/ group/ household/ family in which the insurer agrees to provide specified health insurance cover

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

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

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

BSSS shall mean Bihar Swasthya Suraksha Samiti working as State Health Agency (SHA), Bihar.

Performance Security or Performance Bank Guarantee or PBG shall mean as defined in the Contract.

Technical Bid refers to qualification proposal submitted by a Bidder, in the format provided in Appendix-I in RFP.

Risk Cover shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis, covering in-patient care and day-care surgeries for treatment of diseases and medical conditions pertaining to secondary and/ or tertiary treatment as defined in Schedule 3 (a), through a network of Empanelled Health Care Providers (EHCP) to all the Beneficiary Family Units of AB-PMJAY, MM-JAY & other State Sponsored Health Assurance scheme(s) validated by the State Government or the designated State Health Agency (SHA)

Successful Bidder shall mean the Bidder (ISA) whose bid document is responsive, which has quoted lowest rate (L1) among all the shortlisted bidders and whom the State Government intends to select and with whom it signs the ISA Contract for this Scheme.

Scheme shall mean the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana, Mukhya Mantri Jan Arogya Yojna and other State Sponsored Health Assurance scheme(s) managed by the State Health Agency 'Bihar Swasthya Suraksha Samiti'.

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

Service Area refers to all the districts in the State of Bihar covered and included under this Tender Document for the implementation of AB-PMJAY, MMJAY and other State Sponsored Health Assurance scheme(s).

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

State Health Agency (SHA) refers to the agency/ body set up by the Health Department of Government of Bihar for the purpose of coordinating, managing and implementing the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana, Mukhya Mantri Jan Arogya Yojna and other State Sponsored Health Assurance scheme(s) in the State of Bihar

Tender Documents refers to this Tender Document including RFP, ISA Contract and Schedules. Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries

and any other documents made available by the SHA to the Bidders from time to time during the Tendering process including the Contract

Term means duration of the Contract, in accordance with the provisions thereof.

1. Introduction and Background

- 1.1 The name of the Scheme is the "Ayushman Bharat Pradhan Mantri Jan Arogya Yojana", "Mukhya Mantri Jan Arogya Yojna" and shall hereafter be referred to as the AB-PMJAY & MMJAY or "Scheme".
- 1.2 The scheme (AB-PMJAY) aims to provide cashless treatment, reduce out-of-pocket healthcare expenditures, and to improve access for poor and vulnerable families. In this regard, families who are included in the National Food Security Act (NFSA) 2013 of the state government quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below.
- 1.3 In addition to the above, the Government of Bihar (GoB) has decided to increase the coverage of healthcare services to those beneficiaries who are included in National Food Security Act (NFSA) 2013 but not covered under the AB-PMJAY through State Sponsored Health Assurance Schemes under Mukhya Mantri Jan Arogya Yojna (MMJAY), and Building and Other Construction Workers Welfare Board (BoCWWB) scheme, following the same terms, conditions, and provisions of AB-PMJAY scheme. However, the cost for these add-on beneficiaries shall be borne by the State.
- 1.4 The following benefits will be covered for the eligible beneficiary families under the schemes:
 - a) Cashless treatment 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 at any private or public empanelled hospital across the country;
 - b) Pre- and post-hospitalisation cover;
- 1.5 Risk Cover shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis, covering in-patient care and day-care surgeries for treatment of diseases and medical conditions pertaining to secondary and/or tertiary treatment as defined in Schedule 3 (a), through a network of Empanelled Health Care Providers (EHCP) to all the Beneficiary Family Units of AB-PMJAY, MMJAY and other State Sponsored Health Assurance scheme(s) validated by the State Government or the designated State Health Agency (SHA)
- 1.6 Eligible family will include all members within identified relationships as included in the National Food Security ACT (NFSA) 2013 database and updated from time to time under AB-PMJAY/ MMJAY, and BOCWW eligible beneficiary, along with family covered under and updated from time to time, along with beneficiaries under Vay Vandana;
- 1.7 In order to provide above benefits to the eligible beneficiary's families, ISA will have to, but not limited to, perform following tasks:
 - a) Setting up of State and District level offices and deployment of staff;
 - b) Providing Preauthorization of Procedures;
 - c) Providing support to SHA regarding beneficiaries availing Portability of Care;
 - d) Ensure Quality Claims Processing as per Standard Treatment Guideline (STG) designed by NHA/SHA, and management thereof;
 - e) Submit weekly, fortnightly, and Monthly report of compliance findings
 - f) Coordinate with medical team to review list of triggers and their impact on claim analysis process followed at SHA
 - g) Monitor TAT for Pre-authorized & authorization of claims, claims settlement and other aspect of claims process management as per the services agreement.
 - h) Audit compliances with mandatory documents.
 - i) Assess adequate measures are in place to mitigate any fraudulent practices across claim process

management.

- j) Submission of Audit Reports (as defined in KPIs) in hard copy with seal and signature, or soft copy bearing the digital signature of authorised Officials/Doctors of ISA as per requirement of BSSS. Agency shall have to keep the record of these documents till the contract period and shall handover all these document to SHA on completion of the contract period based on requirement.
- k) Support SHA in monitoring and evaluation related activities of Scheme implementation.
- l) Ensure adherence to all the guidelines issued and updated from time to time by NHA/SHA related to scheme(s)

For further details about the Scheme including risk cover, benefit packages and procedures covered, payment details, proposed roles and responsibilities of the ISA and all other relevant details, refer to ISA Contract and Schedules of the Tender Document.

2. Purpose of this RFP & Brief Description of Selection Process

- 2.1 The purpose of this Tender Document is to select the most competent and experienced ISA to support SHA under the Scheme referred to in 1.4 above and in detail in ISA Contract and Schedules.
- 2.2 The State is divided into 2 Clusters comprising all the 38 districts, and BSSS intends to select cluster-wise Implementation Support Agency (ISA) for the implementation of the schemes in the state of Bihar.
- 2.3 The bidder has to apply for 'Cluster-1' and 'Cluster-2' separately. The eligibility criteria shall remain the same, the bidder may apply for single cluster or both the clusters.
- 2.4 **Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all the eligible beneficiaries families of AB-PMJAY, MMJAY and Building and other Construction Workers (BOCW) beneficiary Families units and updated from time to time by the Bihar Government in the districts stated in the Table below. Therefore, bids are invited from interested and eligible ISA Companies to support SHA in implementation of the scheme(s) for ~1.93 Crore Beneficiary Family Units in the State.
Cluster-wise profile of the targeted families and registered families is given below:

Number of Beneficiaries Families / Household					
Sl. No.	Cluster	Name of Districts	PMJAY & MMJAY	BOCW	Total
1	Cluster-1	Arwal	100745	11256	112001
2		Aurangabad	326689	30997	357686
3		Banka	362143	24590	386733
4		Begusarai	560538	50204	610742
5		Bhagalpur	566567	35140	601707
6		Bhojpur	417049	38623	455672
7		Buxar	225739	26711	252450
8		Gaya	654282	58901	713183
9		Gopalganj	367817	38444	406261
10		Jamui	303629	42814	346443
11		Jehanabad	163343	21388	184731
12		Kaimur (Bhabua)	184666	23771	208437
13		Khagaria	336828	18880	355708
14		Lakhisarai	155742	16783	172525
15		Munger	200528	25216	225744
16		Nalanda	459786	46210	505996
17		Nawada	338329	33658	371987
18		Patna	881451	121938	1003389
19		Rohtas	366326	35664	401990
20		Samastipur	835242	54904	890146

21		Saran	531256	36964	568220
22		Sheikhpura	92312	9426	101738
23		Siwan	477300	24995	502295
Grand Total (Cluster-1): -			8908307	827477	9735784

Number of Beneficiaries Families / Household					
Sl. No.	Cluster	Name of Districts	PMJAY	BOCW	Total
1	Cluster-2	Araria	591504	20509	612013
2		Darbhanga	817528	44078	861606
3		Katihar	618251	27066	645317
4		Kishanganj	345665	19163	364828
5		Madhepura	391480	30551	422031
6		Madhubani	820604	27754	848358
7		Muzaffarpur	931050	76990	1008040
8		West Champaran	705162	94185	799347
9		East Champaran	915535	70132	985667
10		Purnia	623861	27014	650875
11		Saharsa	404849	46430	451279
12		Sheohar	139459	10213	149672
13		Sitamarhi	646609	43754	690363
14		Supaul	471240	39041	510281
15		Vaishali	569407	41070	610477
Grand Total (Cluster-2): -			8992204	617950	9610154
Grand Total (Cluster-1 + Cluster-2): -			17900511	1445427	19345938

- 2.5 The Cost for add-on beneficiary families will be borne by the State. The unit of coverage for Benefit Risk Cover will be an AB-PMJAY/MMJAY/BoCWW beneficiary family unit, which will include all family members as further defined in ISA Contract.
- 2.6 The SHA hereby invites applications from interested and eligible ISA Companies to participate in the tendering process as per the terms, conditions and guidelines detailed in Tender Documents.
- 2.7 The final selection of the agency/bidder shall be as per the Least Cost Based Selection (L1) method. The contract shall be awarded to the bidder/agency whose quoted financial rate is lowest, subject to all the conditions as laid down in the tender document.

3. Eligibility and Technical Criteria for Bidders & Bid Security

- 3.1 Only those companies that are registered with the Companies Act 1956/ Companies act 2013 and associated with general insurance/health insurance industry as Third Party Administrators (TPA) to support insurers in health insurance or related activities for a minimum of three (3) consecutive years having a valid License from Insurance Regulatory and Development Authority of India (IRDAI) as TPA as on the date of issue of this Tender Document and meeting the criteria as defined below shall be eligible to submit a Bid in response to this Tender Document.
- 3.2 Consortium applications are not allowed under this Tender Document. The Bid submitted by any consortium shall be rejected including individual applications of any company which has applied as a part of the Consortium.
- 3.3 The minimum Technical criteria and supporting documents to be submitted by the bidders are as follows:

Sr.No.	Criteria	Document Required
1.	The Bidder should be a registered private or public limited company incorporated under The Companies Act, 1956 and/or 2013, in India.	Certification of Incorporation along with the Articles & Memorandum of Associations of the Company under the Companies Act, 1956 and/or 2013, in India
2.	The Bidder should be registered with the IRDAI for carrying on TPA business in consecutive Financial year 2022-23, FY 2023-24 & FY 2024-25	Self-attested copies of valid registration certificate granted by the IRDAI for carrying on TPA business in India in consecutive Financial year 2022-23, FY 2023-24 & FY 2024-25
3.	The Bidder should have Average Annual Turnover of Rs.100 Crores from the Health Insurance/Assurance business during the financial years – FY 2022-23, 2023-24 & FY 2024-25	Self-attested copies of the below documents for the FY 2022-23, FY 2023-24 & FY 2024-25: 1. Audited Balance Sheets 2. Profit and Loss Statement 3. Auditors' Report 4. Turnover certificate issued by the Chartered Accountant (must be mentioned Membership no., UDIN no. & Date) certifying the turnover related to Health Insurance/Assurance business of respective years for which bidder is submitting the turnover.
4.	The bidder should have experience of handling at least 5,00,000 health claims during each of the Financial years – FY 2022-23, 2023-24 & FY 2024-25	Certificate from the Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience of handling at least 5,00,000 health claims each of the Financial years- FY 2022-23, 2023-24 & FY 2024-25
5.	The bidder should have experience in processing medical claims of not less than Rs. 200 Crores during each of these Financial years – FY 2022-23, 2023-24 & FY 2024-25	Certificate from their Statutory Auditor/ Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience in processing medical claims not less than Rs.200 Crores during each of these Financial years- FY 2022-23, 2023-24 & FY 2024-25

6.	The bidder should have at least 10 full time Doctors on their payroll, out of which 5 should be having minimum MBBS degree (Registration with any State Medical Council/National Medical Commission/Medical Council of India is mandatory) by qualification and working with the bidder from last one year as on bid due date.	1. Copies of Contract/Agreement document of Doctors signed with the bidder/agency duly attested by competent authority of the bidder/agency. And, 2. Self-attested copies of certificate of registration with State Medical Council/ National Medical Commission/ Medical Council of India, and 3. Form-16 of full time Doctors appointed by the Bidder
7.	The Bidder should have work experience with the government in Health Insurance/ Assurance business during the last three Financial years- FY 2022-23, FY 2023-24 & FY 2024-25	Self-attested copy of 'Experience Certificate' along with 'Work Order or MoU or Contract' to evidence the desired work experience with the government.
8.	The bidder must provide self-attested copies for (i) PAN Card, (ii) GST Registration Certificate, and (iii) Income tax returns	Self-attested copies of 1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed by the bidder for three assessment years FY 2023-24, FY 2024-25 & FY 2025-26
9.	(i) The bidder must not be Blacklisted / banned /convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason in Health Insurance/Assurance business, as on date of submission (upload) of online bidding document. (ii) The bidder shall declare all ongoing litigations (if any), it is involved in with any Government Agency/ State/ Central department/ PSU.	Affidavit sworn before Public Notary/ Executive Magistrate as per the format "Qual-7".

3.4 The Financial bids of only technically qualified bidders will be opened.

3.5 The bidder securing the lowest financial rate shall be considered as the selected bidder/agency for ISA support for the implementation of AB-PMJAY/MM-JAY and other State Sponsored Health Assurance scheme(s) in state of Bihar.

4. Bid Security

4.1 The tender shall be accompanied by refundable Earnest Money Deposit (EMD) of **Rs. 9,00,000/- (Nine Lakh Rupees Only)** for each cluster, for which the bidder is interested to apply for, in the shape of Bank Guarantee (180 days validity) from any Scheduled Bank in favour of 'The CEO, Bihar Swasthya Suraksha Samiti' payable at Patna, or transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). In case the

bidder has applied for both the clusters, the bidder shall be required to submit EMD as applicable for clusters e.g., if the bidder has applied for both cluster(s) it will be Rs. 18,00,000/- (Eighteen Lakh Only). The bidder has to explicitly mention the name of the cluster(s) for which it is applied, in the forwarding letter of EMD.

- 4.2 EMD submitted through online payment. EMD should not have been issued on a date later than the last date for submission of online bidding document.
- 4.3 The Bid Security shall have a validity period of not less than 30 days beyond the validity period of the Bid. If the Bid validity period is extended, then the Bidder shall ensure that the Bid Security submitted by it is extended for an equal period.
- 4.4 If a Bidder fails to procure the extension of the Bid Security on a written request of the SHA, the Bid of such Bidder shall stand disqualified on expiry of its Bid Security.
- 4.5 If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security shall be required to be extended until the date on which the Contract is signed by furnishing Performance Bank Guarantee
- 4.6 The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the original of the Bid Security is not submitted .
- 4.7 Except as provided in Clause- 4.8 below, the Bid Security of the unsuccessful bidders shall be returned by the SHA, without any interest, as promptly as possible once the Contract for the Project has been signed with the Selected Bidder or when the Selection process is cancelled by the SHA. In any event, the SHA shall return the Bid Security not later than 180 (one hundred and eighty) days from the Bid Due Date, unless:
(a) the validity of the Bid Security has been extended; or (b) the Bidder has been declared as the Selected Bidder, in which case its Bid Security shall be retained until the conditions set out in Clause 9.2 (Volume II – ISA contract) are fulfilled.
- 4.8 The SHA shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia upon occurrence of any of the events specified below
 - 4.8.1 If a Bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified the Tender Documents;
 - 4.8.2 If a Bidder withdraws its Bid during the period of Bid validity as specified in this BID DOCUMENT and as extended by the Bidder from time to time;
 - 4.8.3 If the Bidder has a Conflict of Interest;
 - 4.8.4 In the case of Selected Bidder, if it fails within the specified time limit:
 - a) to sign and return the duplicate copy of LOI;
 - b) to fulfil any of the conditions set out in Clause 9.2 (Volume II – ISA Contract); or
 - c) to sign the Contract.
 - 4.8.5 In the case of the Selected Bidder, if having signed the Contract, the Bidder commits any breach thereof prior to furnishing the Performance Security
- 4.9 The Bidder, by submitting its Bid pursuant to these TENDER DOCUMENTS, shall be deemed to have acknowledged and confirmed that the SHA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period.

5. Grounds for Rejecting the Bid

5.1 Fraud and Corruption

- 5.1.1 Each Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
- 5.1.2 Without prejudice to the rights of the SHA under **Clause 5.1**, if a Bidder is found by the SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State owned enterprises or undertakings of

the State Government or the SHA for a period of three years from the date that such an event occurs. Upon disqualification for Fraud, Corrupt and Undesirable practices, the SHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, in full as the case may be

5.1.3 For the purpose of this **Clause 5.1**, the following terms will have the meanings given to them below:

a. corrupt practice means:

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

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

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

d. undesirable practice means:

- (i) establishing contact with any person connected with or employed or engaged by the SHA or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (ii) having a Conflict of Interest (as defined in **Clause 5.2** below).

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

5.2 Conflict of Interest

5.2.1 A Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process. Upon disqualification for a Conflict of Interest, the SHA shall be entitled to forfeit and appropriate the Bid Security or the Performance Security in full as the case may be

5.2.2 A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.

5.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. Such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
 - (i) the person exercising Control is the Government of India, a State 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.

5.3 Misrepresentation by the Bidder

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

- a. At any time, a material misrepresentation is made by the Bidder; or
- b. the Bidder does not provide, within the time specified by the SHA, any additional information sought by the SHA for the purposes of evaluating the Bid.

5.3.2 The SHA has the right to reject any Bid if it is found that during the evaluation or at anytime 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.

5.4 Other Grounds Declaring a Bid Ineligible

5.4.1 If the bidder has:

- a. been black-listed to bid for government sponsored health insurance/Assurance schemes by Government of India or any state government, and such black-listing subsists as on the last date of bid submission; or
- b. failed to comply with the Insurance/ TPA or other applicable laws and such non- compliance continues as on the last date of bid submission; or
- c. any contract for the implementation of a government-sponsored health insurance/Assurance scheme has been terminated by any one or more 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 ISA shall not be eligible to submit a Bid.

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

5.5 SHA's Right to Evaluate Eligibility

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

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

5.5.2 The SHA reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by the SHA will neither relieve the Bidders of their obligations or liabilities nor affect any rights of the SHA under this Tender Document.

5.5.3 If the SHA is of the opinion that the Bidder does not satisfy the Technical Criteria, then the SHA shall have the right to:

- 5.5.3.1 disqualify the Bidder and reject its Bid; or
- 5.5.3.2 revoke the LOI or terminate the ISA Contract after acceptance of its Bid by issuing a written notice to the Bidder.

5.5.4 The SHA's determination of a Bidder's eligibility shall be final and binding. The SHA shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the LOI issued to it or the termination of the ISA Contract executed with it.

6. Clarifications and Pre-Bid Meeting

6.1 Clarifications and Queries

- 6.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the SHA in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Bid Data Sheet.
- 6.1.2 The Bidders are required to submit the pre-bid queries on or before the day of the pre-bid meeting. SHA shall endeavor to respond to all the questions raised or clarifications sought by the Bidders within the period specified therein, but normally no later than 5 (five) days prior to the Bid Due Date. However, SHA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this **Clause 6.1** shall be taken or read as compelling or requiring the SHA to respond to any question or to provide any clarification.
- 6.1.3 The responses to such queries shall be published on the e-tender portal <https://www.eproc2.bihar.gov.in> within the time frame indicated in the Bid Data Sheet.
- 6.1.4 It shall be the duty of the Bidders to regularly check the relevant website(s)/ e-tender portal (as appropriate) for the response to the queries or requests for clarifications. The SHA's written responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders on the relevant website/ e-tender portal (as appropriate) specified in the Bid Data Sheet.
- 6.1.5 The SHA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the SHA shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by SHA/NHA, or its employees or representatives shall not in any way or manner be binding on the SHA. These will be put up on the SHA's/ Schemes/ E-tender website: <https://www.eproc2.bihar.gov.in>

6.2 Pre-Bid Meeting

- 6.2.1 The Pre-Bid meeting shall be convened at the designated date, time and place mentioned in Bid Data Sheet. Only those persons who are authorised representatives of the ISAs shall be allowed to participate in the Pre-Bid meeting. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 6.2.2 During the course of Pre-Bid meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the SHA. The SHA shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate or facilitating a fair, transparent and competitive Tendering process.
- 6.2.3 Any revision to the Tender Documents listed in this RFP that may become necessary as a result of the Pre-Bid meeting or the queries and clarifications received from the Bidders will be made by the SHA exclusively through the issue of an Addendum in accordance with clause 6.1 of this RFP.
- 6.2.4 Any oral clarification or information provided by or on behalf of the SHA at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless the SHA issues an Addendum for the same or the SHA issues written interpretations and clarifications in accordance with **Clause 7.1**. All such Addendum/corrigendum will be published on the relevant website/ e-tender portal <https://www.eproc2.bihar.gov.in>

7. Amendments to the Tender Documents

7.1 Issuance of Addendum/Corrigendum

- a) Up until the date that is specified in the Bid 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/Corrigendum.
- b) Any Addendum/Corrigendum thus issued will be uploaded on the e-proc portal i.e. <https://www.eproc2.bihar.gov.in>
- c) The Bidders are required to read the Tender Document with any Addendum/Corrigendum that may be issued in accordance with this **Clause 7.1**.
- d) Each Addendum/Corrigendum shall be definitive and binding on the Bidders,
- e) 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.

7.2 Issuance of Revised Tender Documents

- a) The SHA shall use its best efforts to issue the Addendum/Corrigendum 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/Corrigendum or the revised Tender Documents issued by the SHA shall be definitive and binding.
- b) 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.
- c) 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 Addendum issued or for any consequent losses suffered by the Bidder.

7.3 Availability of Information

- 7.3.1 The information relating to or in connection with the Scheme, the Tendering Process and the Tender Document, including all notices issued by the SHA to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the Scheme website/ e-tender portal (<https://www.eproc2.bihar.gov.in>) specified in the Bid Data Sheet and remain published at least until the last date of bid submission.
- 7.3.2 If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the website specified in the Data Sheet, the Bidder may seek assistance from the e-proc portal management agency at contact no. Toll Free Number: 1800 572 6571 or contact SHA through email to abnhpmbihar@yahoo.com
- 7.3.3 The SHA shall make best efforts to respond to e-mail request(s) to resolve the technical issue or error or provide an alternative solution to the Bidder, within not later than 7 days of receipt of such request(s).

7.4 Correspondence with Bidders

Unless stated otherwise in Tender Documents, the SHA will not entertain any correspondence with the Bidders.

7.5 Proprietary Data and Confidentiality

- 7.5.1 The Bidding Documents provided by the SHA are and shall remain or become the property of the SHA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 7.5.2 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Tendering process.
- 7.5.3 The SHA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The SHA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the SHA or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.
- 7.5.4 The Authority shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions of this RFP.

7.6 Acknowledgement by Bidder

- 7.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the Tender Documents, all the information on the website specified in the Bid Information Sheet and all other information made available by the SHA, including the Addenda, clarifications and interpretations issued by the SHA;
 - (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of the SHA
 - (c) satisfied itself about all matters, things and necessary required for submitting an informed Bid, execution of the Project in accordance with the Contract and performance of all of its obligations

thereunder;

- (d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the SHA, or a ground for termination of the Contract; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

8. Preparation of Bids

8.1 Interpretation of Tender Documents

- 8.1.1 The entire Tender Document with all its Volumes (**RFP, ISA Contract, Schedules and any addendums if issued**) must be read as a whole.
- 8.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform the SHA in writing at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Bid Data Sheet.
- 8.1.3 The SHA will then direct the Bidders regarding the interpretation of the Tender Documents.

8.2 Cost Associated with Preparation and Submission of Proposals

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

8.3 Language of the Bid

- 8.3.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the SHA shall be only in the English language.
- 8.3.2 Any printed literature/ document furnished by the Bidder, if asked by the SHA as a part of the bid submission documents as provided in **Clause 8.7**, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ documents shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by the SHA during the bid evaluation.

8.4 Due Diligence by the Bidder

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

8.5 Validity of Bids

- 8.5.1 Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being Non-Responsive.
- 8.5.2 In exceptional circumstances, the SHA may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.
- 8.5.3 An extension of the Bid validity period will not entitle Bidders to modify its Bid.

8.6 Fee for Service

The Bidders are, as a part of their Financial Bid, required to quote fees:

- a) for providing required services for implementation of the scheme under AB-PMJAY, MMJAY and other State Sponsored Health Assurance scheme(s) in the state of Bihar;
- b) Fee quoted shall be inclusive of all costs including expenses, overheads, service charges and profits, but exclusive of applicable taxes in the format available on e-proc2 portal;
- c) All Fee quoted shall be only in Indian Rupees and up to two decimal places.
- d) SHA will not provide any other Cost/ reimbursement/ payment apart from Fee quoted by the Bidder

8.7 Formats for Bid Submission

8.7.1 Formats for Technical Bid

- a) Bid Application Cover Letter: **Qual-1.1 & Bid Security Qual 1.2**
- 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 TenderDocument: **Qual-4**
- e) Supporting documents to be submitted: Annexures **Qual-5-1 to 5-8**
 - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
 - (ii) Audited Balance Sheet, Profit & Loss Statement, Auditors' Report, and CA Certificate (must be mentioned Membership No., UDIN No. and Date) certifying the turnover related to Health Insurance/Assurance business for the financial years – FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-2**
 - (iii) Certificate from the Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience of handling at least 5,00,000 health claims during each of the Financial years in FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-3**
 - (iv) Certificate from their Statutory Auditor/ Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience in processing medical claims greater than Rs.200 Crores during each of the Financial years in FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-4**
 - (v) Copies of Contract/Agreement document of Doctors signed with the bidder/agency duly attested by competent authority of the bidder/agency along with self-attested copies of certificate of registration with State Medical Council/ National Medical Commission/ Medical Council of India, and Form-16 of full time Doctors appointed by the Bidder, to prove that the bidder is having 10 Doctors out of which minimum 5 are MBBS and appointed full time on their payroll: marked as Annexure **Qual-5-5**
 - (vi) Self-attested copy of 'Experience Certificate' along with 'Work Order or MoU or Contract to prove the working experience with the government in Health Insurance/Assurance business during the Financial Years- FY 2022-23, FY 2023-24 & FY 2024-25 : marked as Annexure **Qual-5-6**
 - (vii) Self-attested copies of PAN Card, GST Registration Certificate, Copy of Income Tax Return filed and submitted for three assessment years FY 2023-24, FY 2024-25 & FY 2025-26: marked as Annexure **Qual-5-7**
 - (viii) Affidavit sworn before Public Notary/Executive Magistrate as per the format "**Qual-7**" for bidder declaration for non-blacklisted: marked as Annexure **Qual-5-8**
- f) Checklist for submission of Technical Bid: **Qual-6**

8.7.2 Formats for Financial Bid

- a) **The bidder has to apply for 'Cluster-1' and 'Cluster-2' separately.**
- b) The eligibility criteria shall remain the same if the bidder applies for single cluster or both the clusters. In case, if the bidder has applied for both the clusters, and qualified the eligibility criteria for one cluster, then it shall be considered technical qualified for the both the clusters for which it has applied.
- c) The Bidder shall submit its Financial Bid only in the format available on e-proc portal. Submission in Financial bid submitted in any other form shall make the bid non- responsive and be liable to rejection by the SHA. An indicative financial bid template is available at **Fin-1**, for reference purpose only.

9. Content of Bids

9.1 Technical Bid Submission

- 9.1.1 Bidders shall only submit the Technical Bid in the format set out in Forms Qual-1 to Qual-4, Qual-5-a to Qual-5-d, Qual-6 as specified in Clause 8.7.1 above.
- 9.1.2 Bidders shall not include any other documents as part of the Technical Bid except the documents specified in **Clause 9.1.1**

9.2 Financial Bid Submission

- 9.2.1 Bidders shall only submit the Financial Bid in the format available on e-procurement portal and not include any other documents as part of the Financial Bid.
- 9.2.2 Each Bidder is required to submit financial quote in Format available on e-proc portal. An indicate format is available in Form **Fin-1**; however, this should not be used for financial bid submission
- 9.2.3 The Bidder/agency shall have to quote the financial bid in online mode only. If the bidder doesn't quote the Financial Bid in online format, then financial bid submitted in any other format will be treated as non-responsive.

9.3 Signing of the Bid

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

9.4 Electronic Submission of the Bid

- 9.4.1 Each Bidder shall submit their Bids on the e-tender portal (<https://www.eproc2.bihar.gov.in>). No other mode of submission is permitted as per the guidelines specified in this Tender Document and the instructions available on the said e-tender portal. Detailed guidelines for viewing bids and submission of online bids are given on the website.
- 9.4.2 To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>, shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".
- 9.4.3 The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
- 9.4.4 'Tender Processing Fee (TPF)' as per the eproc2 portal is to be paid by the agency through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
- 9.4.5 The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) on or before the specified date and time in Bid Sheet. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- 9.4.6 The bidders shall submit their eligibility and technical details, Certificates as mentioned in the tender document in the online standard formats given in e- Procurement Portal (<https://www.eproc2.bihar.gov.in>) at the respective stage(s) only.
- 9.4.7 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 9.4.8 The Authority shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

9.5 Bid Submission Due Date

- 9.5.1 The Bid shall be submitted on or before Bid Due Date specified in Bid Information Sheet. After the specified time on the last date of bid submission, the e-tender portal shall not be able to accept any

bid submissions and all such provisions on the said portal shall be disabled.

9.5.2 If there are delays by the State Government in deactivating the bid submission provision on the e-tender portal, and a bidder is able to upload the documents, the same shall be summarily rejected if the upload time in the software and the system is later than the submission time and date specified in **Clause 9.5.1** above.

9.5.3 The SHA may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum in accordance with **Clause 7.1**. In such a case, all rights and obligations of the SHA and the Bidders will thereafter be subject to the Bid Due Date as extended.

9.6 Substitution, Modification or Withdrawal of Bids

9.6.1 Bidder may, in accordance with the terms of this RFP, substitute, modify or withdraw its Bid after submission at any time prior to Bid Due Date.

9.6.2 The Bidders can view the status of their Bids on the <https://www.eproc2.bihar.gov.in> section of the e-procurement portal and decrypt their Bids (i.e. in case the Bid has been encrypted using passkeys) for substitution or modification at any time before the Bid Due Date

9.6.3 For substitution or modification of the Bids, the Bidders may access the e-procurement portal and make any substitution or modifications to their Bids at any time prior to the Bid Due Date. For this purpose, substitution or modifications by other means will not be accepted. On the e-procurement portal substitution or modifications of Bids is allowed any number of times prior to the Bid Due Date

9.6.4 For withdrawal of the Bids, the Bidders may access the e-proc portal and withdraw their Bids at any time prior to the Bid Due Date. Provided that in the event the Bids cannot be withdrawn through the e-portal, the Bidder may withdraw its Bid by issuing a written notice of withdrawal to the SHA, provided that written notice of the withdrawal is received by the SHA prior to Bid Due Date. Such written notice should be duly signed by the authorised signatory of the Bidder and should be properly sealed and shall include a copy of the authorization. The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date.

9.6.5 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked **"WITHDRAWAL"** and either be hand delivered or be sent by registered post, speed post to the address: **[Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat]**

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

10. Opening of Bids

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

Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2nd Floor, Old Secretariat

10.2 The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.

10.3 Only two (2) authorized representative (s) of the bidder (s) can attend the bid opening on producing authority letter from the Bidder.

10.4 The names of all Bidders who have submitted Bids will be read out, and other such details as the SHA, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.

10.5 Technical Bids will be opened at the time mentioned in the Bid Data Sheet. The SHA will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.

10.6 Once all the Technical Bids have been opened online through e-Tendering procedure, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids. The procedure for evaluation of the responsiveness of the Technical Bid and the eligibility of Bidders is set out at **Clause 11.1**.

- 10.7 The Qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 10.8 The Financial Bids of only those Bidders who have passed the Technical Evaluation Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at **Clause 11.2 and 11.4**.
- 10.9 The Bidders may remain present in the Office of the SHA at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tender Portal immediately after the completion of opening process.
- 10.10 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of the SHA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given.
- 10.11 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.

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

11.1 Stage 1: Evaluation of the Technical Bid

- 11.1.1 The Technical Bids will first be evaluated for responsiveness to the Tender Documents and evidence for fulfilment of the Technical criteria based on the following parameters:
- a) The Bid is complete in all respects and in the prescribed formats.
 - b) It contains no material alterations, conditions, deviations or omissions.
 - c) All documents required as specified in the Tender Documents and submitted by the Bidder are appropriate and valid.
 - d) All undertakings required under this Tender Document are in the prescribed format and unconditional.
 - e) Based on the review of documents the SHA comes to the conclusion, beyond any reasonable doubt, that the Bidder fulfils the minimum Technical criteria.
 - f) The application is unconditional in all respects.
- 11.1.2 Technical Bids not meeting any of the criteria mentioned in **Clause 11.1.1** above shall be liable to be rejected.
- 11.1.3 In order to determine whether the Bidder is eligible and meets the technical criteria, the SHA will examine the documentary evidence of the Bidder's qualifications submitted by the Bidder and any additional information which the SHA receives from the Bidder upon request by the SHA.
- 11.1.4 After completion of the evaluation of the Technical Bids, the SHA will notify the Eligible Bidders of the date, time and place of opening of the Financial Bids. Such notification may be issued upon the completion of the evaluation Technical Bids, in which case the Financial Bids may be opened either on the same day or the next workingday. The Financial Bids of those Bidders who are not declared as Eligible Bidders will not be opened
- 11.1.5 All the qualified bidders, who choose to be present, shall have the right to attend the final meeting in which financial bids shall be evaluated.

11.2 Stage 2: Evaluation of Financial Bids

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

11.3 Stage 3: Clarifications during Bid Evaluation

- 11.3.1 In evaluating the Financial Bids, the SHA may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the

response shall be in writing. Such response(s) shall be provided by the Bidder to the SHA within the time specified by the SHA for this purpose.

11.3.2 If a Bidder does not provide clarifications sought by the SHA within the prescribed manner and time, the SHA may elect to reject its Bid. In the event that the SHA elects not to reject the Bid, the SHA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the SHA.

11.3.3 No change in the fees quoted or any change to substance of any Bid shall be sought, offered or permitted.

11.4 Stage 4: Selection of the Successful Bidder

11.4.1 The final selection of the agency/bidder shall be as per the Least Cost Based Selection (L1) method.

11.4.2 The financial bid for the cluster 1 shall be opened first. Once a bidder is selected for cluster 1, their financial bid shall not be considered for cluster 2. The bidder shall be selected for single cluster only, but in case if there are only 2 bidders who are technically qualified, the financial bid of the selected bidder for cluster 1 shall also be considered for cluster 2 for evaluation and award of contract.

11.4.3 In case the selected bidder for a cluster denies or fails to honor the contract/ letter of intent (LoI), the SHA shall be at the freedom to award the contract to the next L2 bidder, to enter into an agreement with the SHA for providing services at L1 rates and so on.

Also, if the financial rate(s) of the bidder are the same, then the bidder with the highest average turnover (for the FY 2022-23, 2023-24, 2024-25) shall be declared selected.

11.4.4 The SHA/BSSS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LOI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding rates accepted, subject to the terms of contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein.

12. Execution of ISA Contract

12.1 Letter of Intent

12.1.1 Upon selecting the Successful Bidder in accordance with **Clause 11.4** above, the SHA shall issue original copies of the Letter of Intent (LOI) to the Successful Bidder (s):

- a) declaring it as the Successful Bidder (s);
- b) accepting its Financial Bid (as corrected by the SHA if required);
- c) requesting it to fulfil the conditions specified in **Clause 12.1.2**; and subject to fulfilment of the conditions specified in **Clause 12.1.2**, requesting it to execute the ISA Contract and to fulfil the conditions precedent to execution in accordance with **Clause 12.2**.

12.1.2 The Bidder declared as the Successful Bidder shall:

- a) Within 7 days of receiving the LOI, sign and return one original copy of the LOI 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 12.2** and it will be required to notify its acceptance of the terms of such further revised draft ISA Contract; and
- b) ISA shall give the undertaking that it shall not subcontract any key task to any subcontractor
- c) Submit Performance Guarantee in line with **Clause 9.2** of the Contract

12.1.3 If the Bidder that is issued the LoI does not comply with either or all of the conditions set out in **Clause 12.1.2**, the SHA may elect to grant such Bidder an extension of time for the completion of such condition or to disqualify the Bidder selected as the Successful Bidder including debarring the Bidder from participating in any future AB-PMJAY Tenders in the State of Bihar for a period of three consecutive years from such date.

12.1.4 If the SHA elects to disqualify such Bidder, then the SHA may evaluate all the Financial Bids of the Eligible Bidders received in accordance with the procedure at **Clause 11.4**. The SHA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

12.2 Execution of the ISA Contract

- 12.2.1 The SHA and the Selected Bidder (s) shall sign the ISA Contract within 14 days of the acceptance of the LOI by the Selected Bidder (s). The ISA Contract shall be executed in the form of the final drafts provided by the SHA.
- 12.2.2 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.
- 12.2.3 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.
- 12.2.4 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 LOI issued to the Selected Bidder and forfeit Bid Security. If the SHA elects to disqualify such Bidder and revoke the LOI and forfeit the Bid Security, then the consequences set out in **Clause 12.1.3** and **Clause 12.1.4** shall follow.
- 12.2.5 Subject to the Selected Bidder complying with **Clause 12.1.2**, the SHA and the Selected Bidder shall execute the ISA Contract on the date specified in the Bid Schedule or such other date notified by the SHA. The ISA Contract shall be executed in the form of the final execution draft provided by the SHA under **Clause 12.2.1**.
- 12.2.6 The Selected Bidder (s) agrees that as conditions precedent to the execution of the ISA Contract in accordance with **Clause 12.2.4**, it shall submit executed copies of the service agreements signed by the outsourced agency and other Service Providers nominated by it in accordance with **Clause 12.1.2(b)**. Such service agreement (s) shall be in compliance with the provisions of the ISA Contract.
- 12.2.7 If the SHA is ready and willing to execute the ISA Contract, but the Selected Bidder (s) does not agree to execute the ISA Contract within the time period specified in **Clause 12.2.4** or to fulfil the conditions precedent to the execution of the ISA Contract that are specified in **Clause 12.2.4**, the SHA may elect to grant the Selected Bidder (s) an extension of time for the execution of the ISA Contract or to disqualify the Selected Bidder and revoke the NOA. If the SHA elects to disqualify such Bidder (s) and revoke the NOA, then the consequences set out in **Clause 12.1.3** and **Clause 12.1.4** shall follow.

13. Rights of the State Health Agency

The SHA reserves the right, in its sole discretion and without any liability to the Bidders, to:

- a) accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the ISA Contract, without thereby incurring any liability to the affected Bidder(s);
- b) 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;
- c) consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- 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.

14. Governing Laws and Dispute Resolution

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

APPENDIX-I

Format: Qual-1.1: Bid Application Cover Letter

[On the letterhead of the Bidder]

Date:

From:

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

To:

Dear Madam/Sir,

Sub: Technical Bid for Implementation of the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana / Mukhyamantri Jan Arogya Yojna and other State sponsored Health Assurance Schemes in the State of Bihar

With reference to your Tender Documents dated _____, we, [insert name of Bidder], wish to submit our Technical Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhyamantri Jan Arogya Yojna (MMJAY) and other State Sponsored Health Assurance scheme(s) in the State of Bihar. Our details have been set out as per Qual 2 of Volume I of Tender Document.

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

1. We acknowledge that the Department of Health, Government of Bihar or any other person nominated by the Government of Bihar (the **State Health Agency**) will be relying on the information provided in our Technical Bid and the documents accompanying such Technical Bid for selection of the Eligible Bidders for the evaluation of Financial Bids, 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 Technical Bid or not to declare us as the Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.
4. We undertake that:
 - a. We satisfy the Technical Criteria and meet all the requirements as specified in the Tender Documents.
 - b. We agree and release the State Health Agency and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, to the fullest extent permitted by applicable laws and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
5. We represent and warrant that:
 - a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the State Health Agency.
 - b. We accept the terms of the ISA Contract that will be signed after selection of ISA and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main ISA Contract or the draft Supplementary ISA Contract, if declared as the Successful Bidder.

- c. [We are registered with the IRDAI] to undertake the health-related activities in India and we hold a valid registration for the same as on the date of submission of this Bid.
 - d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
 - e. The Tender Documents and all other documents and information that are provided by the State Health Agency to us are and shall remain the property of the State Health Agency and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the State Health Agency as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.
 - f. The State Health Agency 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.
 - g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the State Health Agency.
 - h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the ISA Contract.
 - i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Health Agency or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the State Health Agency or a ground for termination of the ISA Contract.
 - j. Our Bid shall be valid for a period of 180 days from the last date of bid submission.
6. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the State Health Agency of the same immediately.
 7. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 6 of Volume I of tender document.
 8. We undertake that if we are selected as the Successful Bidder we shall:
 - a. Sign and return an original copy of the Letter of Intent (LOI) to the State Health Agency (SHA) within three days of receipt of the LOI, as confirmation of our acceptance of the LOI.
 - b. Not seek to materially negotiate or seek any material deviations from the final drafts of the ISA Contract provided to us by the State Health Agency.
 - c. Execute the ISA Contract
 9. Details of the Company
 - a. Name:
 - b. Address of the corporate headquarters and its branch office head in the State, if any:
 - c. Date of incorporation and/or commencement of business:
 10. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. The State Health Agency.
 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Technical Bid or question any decision taken by the State Health Agency in connection with the evaluation of the Technical Bid, declaration of the Eligible Bidders, or in connection with the Bidding Process itself, or in respect of the ISA Contract(s) to support the implementation of the AB- PMJAY and other State Sponsored Health Assurance scheme(s) in the State of Bihar.

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], 2026

(Signature)

.....(insert name of the authorized signatory) In the capacity of _____[position]

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

Format: Qual-1.2: Bid Security

Format of Bid Security

[To be executed on Stamp paper of appropriate value]

B.G. No.

Dated:

1. In consideration of '**Bihar Swasthya Suraksha Samiti**' representing the Government of Bihar, having its office in Bihar, India (hereinafter referred to as the "SHA", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of (insert name of the bidder), a company registered under provision of the Companies Act and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns), for the ' Selection of Implementation Support Agency (ISA) for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana and other State sponsored Health Assurance Schemes for Cluster-<Cluster-Name>' ("Project") pursuant to the Tender Documents dated (insert date) issued in respect of the Project and other related documents (hereinafter collectively referred to as "Tender Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the Tender Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents (including the Tender Documents) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the SHA an amount of [Rs. [●] (Rupees [●])] as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by the SHA stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the SHA is disputed by the Bidder or not merely on the first demand from the SHA stating that the amount claimed is due to the SHA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Bid valid during the Bid validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [Rs. [●] (Rupees [●])].
 - b) This Guarantee shall be irrevocable and remain in full force for a period of not less than 210 (Two hundred and Ten) days or for such extended period as may be mutually agreed between the SHA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 - c) We, the Bank, further agree that the SHA shall be the sole judge to decide as to whether the Bidder is in

default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Documents, and the decision of the SHA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SHA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other SHA.

- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the SHA shall be entitled to treat the Bank as the principal debtor. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the SHA, and the Bank shall not be released from its liability under these presents by any exercise by the SHA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the SHA or any indulgence by the SHA to the said Bidder or by any change in the constitution of the SHA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for the SHA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the SHA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the SHA in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official. (Signature of the Authorised Signatory)

(Official Seal)

Format: Qual-2: Applicant Details

1. Details of the Company

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

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

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail Address:
- h. Fax Number:

3. Particulars of the Authorised Signatory of the Bidder:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail Address:
- h. Fax Number:

Dated this _____ day of , 2026

(Signature)

..... (insert name of the authorized signatory) In the capacity of [position]

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

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

(On Rs. 1000/- Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents that we __

_____ (name and address of the registered office) having CIN

(insert registration number / CIN of the Company) do hereby constitute, appoint and authorize Mr./Ms.

_____ (name and residential address) who is presently employed with us and

holding the position of _____ as our attorney, to do in our name

and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of a

bid pursuant to Tender Document No. dated (insert Tender Document No. and date of issue) issued by

Government of Bihar, acting through the State Health Agency (Bihar Swasthya Suraksha Samiti), for "Selection

of Implementation Support Agency (ISA) for implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya

Yojana and State sponsored Health Assurance schemes in the state of Bihar, including signing and submission of

all documents and providing information/responses to State Health Agency in all matters in connection with our

Bid.

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

Dated this the _____ Day of _____ 2026

For _____

(Name, Designation and Address)

Accepted

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

Date: _____

Format: Qual-4: Bidder's Undertaking
[On letterhead of the Bidder]

From

[Name of Bidder] [Address of Bidder]

Date: [insert date], 2026

To,

Dear Madam/Sir,

Subject: Undertaking Regarding Compliance with terms of the tender for selection of Implementation Support Agency (ISA) for implementation of Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana/Mukhyamantri Janarogya Yojna and other State sponsored Health Assurance Schemes

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 - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhyamantri Janarogya Yojna, and other State Sponsored Health Assurance scheme(s).

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and unconditionally comply with the terms of the AB-PMJAY and other State Sponsored Health Assurance scheme(s) as set out in the Tender Documents and the ISA Contract.

Dated this ____ day of , 2026

(Signature)

.....(insert name of the authorized signatory) In the capacity of [position]

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

Format: Qual-5: List of Supporting Documents

- a. Bid Application Cover Letter: **Qual-1.1**
- b. Bid Security: **Qual 1.2**
- c. Applicant Details: **Qual-2**
- d. Power of Attorney for Signing of Bids: **Qual-3**
- e. 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**
- f. Supporting documents to be submitted: Annexures **Qual-5-1 to 5-8**
 - (i) True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates: marked as Annexure **Qual-5-1**
 - (ii) Audited Balance Sheet, Profit & Loss Statement, Auditors' Report, and CA Certificate (must be mentioned Membership No., UDIN No. and Date) certifying the turnover from Health Insurance/Assurance business for the financial years – FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-2**
 - (iii) Certificate from the Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience of handling at least 5,00,000 health claims during each of the Financial years in – FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-3**
 - (iv) Certificate from their Statutory Auditor/ Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience in processing medical claims greater than Rs.200 Crores during each of the Financial years in FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-4**
 - (v) Copies of Contract/Agreement document of Doctors signed with the bidder/agency duly attested by competent authority of the bidder/agency along with self-attested copies of certificate of registration with State Medical Council/ National Medical Commission/ Medical Council of India, and Form-16 of full time Doctors appointed by the Bidder, to prove that the bidder is having minimum 10 fulltime doctors on payroll out of which minimum 5 are MBBS: marked as Annexure **Qual-5-5**
 - (vi) Self-attested copy of 'Experience Certificate' along with 'Work Order or MoU or Contract' to prove the working experience with the government in Health Insurance/Assurance business during three Financial Years- FY 2022-23, FY 2023-24 & FY 2024-25: marked as Annexure **Qual-5-6**
 - (vii) Self-attested copies of PAN Card, GST Registration Certificate, Copy of Income Tax Return filed and submitted for three assessment years AY 2023-24, AY 2024-25 & AY 2025-26: marked as Annexure **Qual-5-7**
 - (viii) Affidavit sworn before Public Notary/Executive Magistrate as per the format "Qual-7" for bidder declaration for non-blacklisted: marked as Annexure **Qual-5-8**
- g. Checklist for submission of Technical Bid: Qual 6

Format: Qual-6: Checklist for Technical 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 Technical Bid in response to this Tender Document:

No.	Document	Tender Clause Reference	Reference no. to be provided in the Technical Bid	Page nos. in submitted Bid Doc.
1	Bid Application Cover Letter	8.7.1.a	Qual-1	
2	Applicant Details	8.7.1.b	Qual-2	
3	Power of Attorney	8.7.1.c	Qual-3	
4	Undertaking by the bidder regarding unconditional acceptance to all the terms and conditions of the Scheme	8.7.1.d	Qual-4	
5	True certified copies of the existing registration granted by the IRDAI for carrying health related activities in India and renewal certificates	8.7.1.e (i)	Qual-5-1	
6	Audited Balance Sheet, Profit & Loss Statement, Auditors' Report, and CA Certificate (must be mentioned Membership No., UDIN No. and Date) certifying the turnover from Health Insurance/Assurance business for the financial years – FY 2022-23, FY 2023-24 & FY 2024-25	8.7.1.e (ii)	Qual-5-2aQual-5-2bQual-5-2c	
7	Certificate from the Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience of handling at least 5,00,000 health claims during each of the Financial years in FY 2022-23, FY 2023-24 & FY 2024-25	8.7.1.e (iii)	Qual-5-3	
8	Certificate from their Statutory Auditor/ Chartered Accountant (must be mentioned Membership No., UDIN No. and Date) certifying that the bidder has experience in processing medical claims greater than Rs.200 Crores during each of the Financial years in FY 2022-23, FY 2023-24 & FY 2024-25	8.7.1.e (iv)	Qual-5-4	
9	Copies of Contract/Agreement document of MBBS Doctors signed with the bidder/agency duly attested by competent authority of the bidder/agency along with self-attested copies of certificate of registration with State Medical Council/ National Medical Commission/ Medical Council of India, and Form-16 of full time Doctors appointed by the Bidder, to prove that the bidder is having minimum 10 fulltime doctors on payroll with MBBS qualification	8.7.1.e (v)	Qual-5-5	
10	Self-attested copy of 'Experience Certificate' along with 'Work Order or MoU or Contract' to prove the working experience with the government in Health Insurance/Assurance business during three Financial Years- FY 2022-23, FY 2023-24 & FY 2024-25	8.7.1.e (vi)	Qual-5-6	
11	Self-attested copies of PAN Card, GST Registration Certificate, Copy of Income Tax Return filed and submitted for three assessment years AY 2023-24, AY 2024-25 & AY 2025-26	8.7.1.e (vii)	Qual-5-7	
12	Affidavit sworn before Public Notary/Executive Magistrate as per the format "Qual-7" for bidder declaration of non-blacklisted	8.7.1.e (viii)	Qual-5-8	
13	Checklist for Technical Bid	8.7.1.f	Qual-6	
			-	

Format: Qual-7: Declaration by Bidder

**Format for Affidavit sworn before executive magistrate certifying that Entity/Promoter(s)/Director(s)/
Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)**

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by Bihar Swasthya Suraksha Samiti or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason in Health Insurance business/Health Assurance Schemes, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2026

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Appendix-II

Format: Fin-1: Information Regarding Financial Bid

Subject: Financial Bid for Implementation of the Ayushman Bharat - Pradhan Mantri JanArogya Yojana, Mukhyamantri Janarogya Yojna and other State sponsored Health Assurance Schemes in the State of Bihar.

With reference to your Tender Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the ISA Contract(s) for the implementation of the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)/MM-JAY and other State Sponsored Health Assurance scheme(s) in the State of Bihar. Our details have been set out in our Technical Bid.

1. We hereby submit our Financial Bid for the cluster as per the terms and conditions defined in the tender document. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the State Health Agency will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the ISA Contract for the implementation of the AB-PMJAY , MMJAY and other State Sponsored Health Assurance scheme(s) in the State of Bihar. 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 Technical 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. We are quoting following amount as the financial bid:

Sr. No.	Cluster	Annual Fee per Beneficiary Family Unit eligible for cover under the Scheme (in Rs.) (inclusive of all costs, expenses, overheads and profits margin)	
		In numbers	In words
1	Cluster <Cluster Name>		

**Fill in sections highlighted in 'Orange'*

9. The Financial rate (price) quoted shall be firm and inclusive of all applicable taxes and duties, excluding Goods & Service Tax (GST). This shall be quoted in the online mode only. GST if applicable, will be paid by BSSS or the authorities decided by BSSS, as per the prevailing rates/rules."
10. '**Annual Fee per Beneficiary Family Unit Eligible for Cover under the Scheme**' will be inclusive of the Human Resource, Office set-up, hardware/ software, operation and all other aspects required for the delivery of services as per the terms of the tender document.
11. The quoted price shall be inclusive of all factors involved in successful deliver of responsibilities as per the

terms defined in the tender document. This quote '**Annual Fee per Beneficiary Family Unit Eligible for Cover under the Scheme**' shall be used to evaluate the financial bid as per the terms defined in the tender document.

12. We acknowledge, confirm and undertake that 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.
13. 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.
14. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
15. 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.
16. 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.
17. 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 Patna will have exclusive jurisdiction in the matter.
18. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

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

Dated this _____ day of , 2026

(signature)

.....(insert name of the authorized signatory) In the capacity of [position]

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

This is just an indicative format of the financial bid, to be used for information purpose ONLY. Actual financial bid format is available on <https://www.eproc2.bihar.gov.in>, and has to be submitted online through the e-proc portal only. Any submissions in hard copy will lead to rejection of the submitted bid.

**Draft Contract Agreement
for
Selection of Implementation Support Agency for the
implementation of Ayushman Bharat – Pradhan Mantri Jan
Arogya Yojana (AB-PMJAY) / Mukhya Mantri Jan Arogya Yojana
(MMJAY) and other State Sponsored Health Assurance Schemes
in the State of Bihar**

Implementation Support Contract
To be signed with the ISA

(Volume- II)



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[Handwritten signatures and marks]

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ABBREVIATIONS

AB-PMJAY	Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana
MMJAY	Mukhya Mantri Jan Arogya Yojna
AL	Authorisation Letter (from the ISA)
BFU	Beneficiary Family Unit
BIS	Beneficiary Identification System
BPL	Below Poverty Line
RC	Risk Cover
CGRMS	Central Grievance Redressal Management System
CHC	Community Health Centre
CRC	Claims Review Committee
DAL	Denial of Authorisation Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
GRC	Grievance Redressal Committee
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
LOI	Letter of Intent
PMAM	Pradhan Mantri Arogya Mitra
PHC	Primary Health Centre
RAL	Request for Authorisation Letter (from the EHCP)
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
UCN	Unique Complaint Number

**Recitals Implementation Support Contract for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana / Mukhya Mantri Jan
Arogya Yojna and other State Sponsored Health Assurance Schemes**

This Agreement for the implementation of AB-PMJAY/MMJAY and other State sponsored Health Assurance Schemes (the **Implementation Support Contract**) is made at _____ on _____

BETWEEN

STATE HEALTH AGENCY _____, represented by the _____, having his principal office at _____ (hereinafter referred to as the '**State Health Agency**' and '**Bihar Swasthya Suraksha Samiti**' and '**Trust**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), represented through _____;

AND

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

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

WHEREAS

- A. The "AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA" (AB-PMJAY), "Mukhyamantri Janarogya Yojna" (MMJAY) a Government of India scheme, requires to provide health protection cover to the extent of ₹ 500,000 per annum on a family floater and cashless basis through an established network of health care providers to the AB-PMJAY Beneficiary Family Units (defined below).
- B. In addition to the above, the Government of Bihar (GoB) has decided to increase the coverage of healthcare services to those beneficiaries who are included in National Food Security Act (NFSA) 2013 but not covered under AB-PMJAY through State Sponsored Health Assurance Schemes, following the same terms, conditions, and provisions of AB-PMJAY/MMJAY and other State Health Sponsored Assurance Scheme(s).
- C. The State Government of Bihar has decided to implement the schemes to provide health protection and benefit to all the eligible AB-PMJAY/MMJAY beneficiary families, and Building and other Construction Workers (BOCW) beneficiary families and updated from time to time by the Bihar Government in the districts. District-wise details of the beneficiary families is given below:

Sl. No.	Cluster	Name of Districts	PMJAY / MMJAY	BOCW	Total
1	Cluster-X	District- 1	*****	*****	*****
2		District- 2	*****	*****	*****
3		District- 3	*****	*****	*****
4		District- 4	*****	*****	*****

5	District- 5			
....				
....	District- N			

- D. The objective of AB-PMJAY, MMJAY is to reduce catastrophic out of pocket health expenditure, improve access to quality health care, and reduce unmet needs of poor and vulnerable families falling poor and vulnerable families who are included in National Food Security Act (NFSA) 2013. These eligible beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).
- E. On the State Health Agency commenced a bidding process by issuing tender documents (the **Tender Documents**), inviting to Third Party Administrators to submit their bids for supporting the implementation of the AB-PMJAY/MMJAY and other State sponsored Health Assurance Schemes. Pursuant to the Tender Documents, the bidders submitted their bids on _____ for the implementation of the AB-PMJAY/MMJAY and other State sponsored Health Assurance Schemes.
- F. Following a process of evaluation of technical and financial bids submitted by bidders, the State Health Agency accepted the Bid of the ISA for the support for implementation of the AB-PMJAY, MMJAY and other State sponsored Health Assurance Schemes. The State Health Agency issued a Letter of Intent dated ____ (the **LOI**) and requested the ISA to execute this Implementation Support Contract. The ISA accepted the LOI on _____
- G. The ISA represents and warrants that it has the experience, capability and know-how required for carrying out the support services and has agreed to provide support for health protection services and provision of the Benefit Cover (defined below) to the Beneficiary Family Units (defined below) eligible under the AB-PMJAY, MMJAY and other State sponsored Health Assurance Schemes for supporting the implementation of scheme(s) in all the districts in the State of Bihar.
- H. Subject to the terms, conditions and exclusions set out in this Implementation Support Contract based on the Tender Conditions and subsequent Contract (defined below), the ISA undertakes that during the Contract Period (defined below) the ISA will provide the following support services to any Beneficiary (defined below) covered by the scheme(s) or State Health Agency (defined below) or other defined stakeholders:
- Pre-authorization:** Processing of pre-authorization requests related to the hospitalisation services as per defined packages from the empanelled health care providers (EHCPs). Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 6 hours of receiving the preauthorization requests from the EHCP.
 - Claim Management:** Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the State Health Agency within 8 days of receipt of complete claim so that SHA can process the payment within 15 days of receipt of the bills from the EHCP.
 - Fraud Detection:** Fraud detection and control including providing a team with adequate

manpower to analyse data for analysing patterns, frauds and support the SHA in taking actions against the fraudulent acts of EHCPs and other related involved parties.

- (iv) **Audit Report:** Submission of Audit Reports (as defined in KPIs) in hard copy with seal and signature, and soft copy bearing the digital signature of authorised Officials/Doctors of ISA. Agency shall have to keep the record of these documents till the contract period and shall handover all these document to SHA on completion of the contract period based on requirement. Submission of weekly, fortnightly, and Monthly report of compliance findings.
- (v) Audit compliances with mandatory documents
- (vi) Ensure Quality Claims Processing as per Standard Treatment Guideline (STG) designed by NHA/SHA, and management thereof
- (vii) Providing support to SHA regarding beneficiaries availing Portability of Care;
- (viii) Monitor TAT for Pre-authorized & authorization of claims, claims settlement and other aspect of claims process management as per the services agreement
- (ix) Coordinate with medical team to review list of triggers and their impact on claim analysis process followed at SHA
- (x) Support SHA in monitoring and evaluation related activities of Scheme implementation
- (xi) Ensure adherence to all the guidelines issued and updated from time to time by NHA/SHA related to scheme(s)
- (xii) Provide adequate and competent manpower as per Schedule-11.

ISA will also provide the following additional support services:

- (i) Undertake required medical audit, beneficiary audits and all other audits defined in this contract document.
- (ii) Establish an ISA office in the State Capital within 5 km radius from the BSSS office in Patna, and each District Office should be established within 8 km radius of District Head Quarter. Agency shall share the Rent Agreement copy of each offices with SHA/BSSS within 30 days from the date of signing of contract.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, the following capitalized terms and expressions shall have the following meanings for the purpose of this Implementation Support Contract:

- a. AB-PMJAY shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, MM-JAY (Mukhyamantri Jan Arogya Yojna) & other State Sponsored Health Assurance Schemes, a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses.
- b. **Beneficiary Database** refers to all Beneficiary Family Units, as defined in Category under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, 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 NFSA database of the State which are resident in the Service Area (State for which this Tender

Document is issued)

- c. **AB-PMJAY Guidelines** mean the guidelines issued by MoHFW and/or NHA from time to time for the implementation of the AB-PMJAY, MM-JAY other State Sponsored Health Assurance Schemes, a scheme to the extent modified by the Tender Documents pursuant to which the Implementation Support Contract has been entered into; provided that MoHFW and/or NHA or the State Health Agency may, from time to time, amend or modify the AB-PMJAY Guidelines or issue new AB-PMJAY Guidelines, which shall then be applicable to the ISA. This includes all the guidelines issued by MoHFW and/or NHA for the implementation of PMJAY
- d. **Annexure** means an annexure to this Implementation Support Contract
- e. **Appellate Authority** shall mean the authority designated by the State Health Agency which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Implementation Support Contract between the State Health Agency and the ISA.
- f. **Beneficiary** means a member of the AB-PMJAY Beneficiary Family Units or the beneficiaries families coming under the State Sponsored Health Assurance Schemes who are eligible to avail healthcare benefits up to Rs. 5 lakhs cashless treatment in any of the empanelled Government and Private hospitals within and outside the state of Bihar.
- g. **Benefit Package** refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under AB-PMJAY and State sponsored Health Assurance Schemes, and detailed in Schedule 3 (a) of the ISA Contract
- h. **Bid** refers to the qualification and the financial bids submitted by an eligible 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.
- i. **Bidder** shall mean any eligible ISA which has submitted its bid in response to this Tender released by the State Government.
- j. **Cashless Access Service** means a facility extended by the ISA to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made by the ISA to the Empanelled Health Care Providers in accordance with the terms and conditions of this Implementation Support Contract, such that none of the Beneficiaries are required to pay any amounts to the Empanelled Health Care Providers in respect of such expenses, either as deposits at the commencement or at the end of the care provided by the Empanelled Health Care Providers.
- k. **CHC** means a community health centre located at the block level in the State.
- l. **Claim** means a claim that is received by the ISA from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.
- m. **Claim Payment** means the payment of eligible Claim received by an Empanelled Health Care Provider from the SHA in respect of benefits under the Risk Cover made available to a Beneficiary. The payment is based on preauthorization and claims processed by ISA
- n. **Clause** means a clause of this Implementation Support Contract.
- o. **Day Care Treatment** means any Medical Treatment and/or Surgical Procedure which is undertaken under general anesthesia or local anesthesia at an Empanelled Health Care Provider or Day Care Centre in less than 24 hours due to technological advancements, which would otherwise have required Hospitalization.

- p. **Days** mean and shall be interpreted as calendar days unless otherwise specified.
- q. **Empanelled Health Care Provider** means a hospital, a nursing home, a district hospital, a CHC, or any other health care provider, whether public or private, satisfying the minimum criteria for empanelment and that is empanelled by the SHA and NHA in accordance with terms of this Contract for the provision of health services to the Beneficiaries under AB-PMJAY.
- r. **Fraud** shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India.
- s. **Hospital IT Infrastructure** means the hardware and software to be installed at the premises of each Empanelled Health Care Provider for the provision of Cashless Access Services, the minimum specifications of which have been set out in the Tender Documents.
- t. **Hospitalization** means any Medical Treatment or Surgical Procedure which requires the Beneficiary to stay at the premises of an Empanelled Health Care Provider for 24 hours or more including day care treatment as defined above.
- u. **ICU or Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- v. **Implementation Support Contract** shall mean this contract between the State Health Agency and the ISA for the provision of the support services under the Risk Cover, to the Beneficiaries or others and setting out the terms and conditions for supporting the implementation of the AB-PMJAY and other State sponsored Health Assurance Schemes.
- w. **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.
- x. **IRDAI** means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
- y. **Law/Applicable Law** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof.
- z. **Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which: i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- aa. **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.
- bb. **Medical Practitioner/Officer** means a person who holds a valid registration from the medical

council of any state of India and is thereby entitled to practice medicine within its jurisdiction, acting within the scope and jurisdiction of his/her license.

- cc. **Medical Treatment** means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization, as per HBPs detailed in Schedule 3 (a) of ISA Contract.
- dd. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
- ee. **NHA** shall mean the National Health Authority set up the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJAY. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
- ff. **Package Rate** means the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the ISA under Cover, which shall be determined in accordance with the rates provided in this Contract.
- gg. **Party** means either the ISA or the State Health Agency and **Parties** means both the ISA and the State Health Agency.
- hh. **Policy Cover Period** shall mean the standard period of 2 years from the date of start of the Policy Cover or lesser period as per Contract entered between SHA and ISA, unless cancelled earlier in accordance with this ISA Contract. However, the performance of the ISA shall be reviewed annually and if found unsatisfactory, the contract may be terminated with a notice of 30 days.
- ii. **Fee** means the agreed amount per beneficiary family agreed by the Parties as the payment for delivery of all services as defined in the tender/contract document.
- jj. **Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis, covering in-patient care and day-care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment as defined in Schedule 3 (a) of ISA Contract, through a network of Empanelled Health Care Providers (EHCP) for the Beneficiary Family Units comes under AB-PMJAY and other State sponsored Health Assurance Schemes validated by the State Government or the designated State Health Agency (SHA).
- kk. **Schedule** means a schedule of this ISA Contract.
- ll. **Scheme** shall mean the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana and other State sponsored Health Assurance Schemes managed and administered by SHA under, Government of Bihar.
- mm. **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.
- nn. **Service Area** refers to the entire State of Bihar covered and included under this Contract for the implementation of AB-PMJAY/MM-JAY and other State sponsored Health Assurance Schemes.
- oo. **State Health Agency (SHA)** refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Bihar for the purpose of coordinating and implementing the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana in the State of Bihar i.e. 'Bihar Swasthya Suraksha Samiti'.
- pp. **Successful Bidder** shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose Combined Technical & Financial Score is the highest among all the shortlisted bidders and with whom the State Government intends to select and sign the Implementation Support

Contract for this Scheme.

- qq. **Sum Insured** in respect of each Beneficiary Family Unit enrolled under a Policy, means at any time, the ISA's maximum liability for any and all Claims made on behalf of such Beneficiary Family Unit during the Policy Cover Period against the Risk Cover.
- rr. **State Government** refers to the duly elected Government in the State in which the tender is issued.
- ss. **Tender Documents** refers to the 'Request for Proposal', 'Draft Contract Document' and 'Schedule to Implementation Support Contract' including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.
- tt. **Turn-around Time (TAT)** means prescribed time to conduct various activities as per Schedule-8 of ISA contract
- uu. **Material Breach** means breach of any term and condition as enlisted in this contract caused due to any act and/or omission by the ISA's willful misconduct and/or negligence.

1.2 Interpretation

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

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

2. Name and Objective of the Scheme

2.1 Name of the Scheme

The name of the Scheme shall be 'AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA', hereinafter referred to as the "AB-PMJAY"/Mukhya Mantri Janarogya Yojna (MMJAY) & other State Sponsored Health assurance scheme or the "Schemes".

2.2 Objectives of the Scheme

The objective of AB-PMJAY/MM-JAY & other State Sponsored Health assurance scheme is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures of poor and vulnerable families falling under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013. These eligible beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).

3. AB-PMJAY/MM-JAY & other State Sponsored Health assurance scheme Beneficiaries and Beneficiary Family Unit

- a. The Parties agree that for the purpose of this Implementation Support Contract and any Policy issued pursuant to this Implementation Support Contract, all the persons that are eligible for the scheme as per SECC 2011 data shall be eligible to become Beneficiaries,
- b. All AB-PMJAY Beneficiary Family Units, as defined under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, database of the State which are resident in the Service Area (State for which this Tender Document is issued) and fall under one or more of the categories further detailed in **Schedule-1** of this Document shall be considered as eligible for benefits under the Scheme and be automatically covered under the Scheme.
- c. The ISA will consider that there is: (i) no entry or exit age restrictions will apply to the members

- of a Beneficiary Family Unit; and (ii) no member of a Beneficiary Family Unit will be required to undergo a pre-insurance health check-up or medical examination before their eligibility as a Beneficiary and all pre-existing illnesses of the beneficiaries will be covered.
- d. Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called an AB-PMJAY Beneficiary Family Unit, which will comprise all members in that family. Any addition in the family will be allowed only as per the provisions approved as per Guidelines as specified in **Schedule 4**.
- e. The presence of name in the beneficiary list (**as amended from time to time, due to addition of family member, as per Guidelines – Schedule 4**) shall be the proof of eligibility of the Beneficiary Family Unit for the purpose of availing benefits under this Implementation Support Contract and a Policy issued pursuant to this Implementation Support Contract.

4. Risk Covers and Sum Insured

4.1 Risk Cover and Sum Insured

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

- a) **Risk Cover (RC)** will include hospitalization / treatment expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment and also including defined day care procedures (as applicable) and follow up care along with cost for pre and post-hospitalisation treatment as defined.
- b) As on the date of commencement of the Policy Cover Period, the AB-PMJAY Sum Insured in respect of the Risk Cover for each AB-PMJAY Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakhs Only)** per family per annum on family floater basis. This shall be called the **Sum Insured**, which shall be fixed irrespective of the size of the AB-PMJAY Beneficiary Family Unit.
- c) The ISA shall ensure that the Scheme's Risk Cover shall be provided to each Beneficiary Family Unit of AB-PMJAY and other State sponsored Health Assurance Schemes on a family floater basis covering all the members of the Beneficiary Family Unit including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such Beneficiary Family Unit for one or more Claims during each Policy Cover Period. New family members may be added after due approval process as defined by the Government.
- d) Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Schedule 2**.
- e) Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The ISA shall provide coverage for the defined day care treatments, procedures and medical treatments as given in **Schedule 3**.
- f) Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to 15 days of the discharge from the hospital for the same ailment/ surgery.
- g) Risk cover will be financed by the Ayushman Bharat -PMJAY and State Government

4.2 Benefit Package

- a) The benefits within this Scheme under the Risk Cover are to be provided on a cashless basis to the Beneficiaries of AB-PMJAY/MM-JAY and other State sponsored Health Assurance Schemes up to the limit of their annual coverage and includes:

- (i) Hospitalization expense benefits
 - (ii) Day care treatment benefits (as applicable)
 - (iii) Follow-up care benefits
 - (iv) Pre- and post-hospitalization expense benefits
 - (v) New-born child/ children benefits
- b) The details of benefit packages are furnished in **Schedule 3: 'Packages and Rates'** and exclusions are furnished in **Schedule 2: 'Exclusions to the Policy'**.
- c) For availing select treatment in any empanelled hospitals, preauthorisation is required to be taken for defined cases.
- d) Except for exclusions listed in Schedule 2, treatment/procedures will also be allowed, in addition to the procedures listed in Schedule 3, of up to a limit of Rs. 5,00,000 to any Beneficiary (called 'Unspecified Procedure') of AB-PMJAY/MM-JAY and other State sponsored Health Assurance Schemes. Operations pertaining to Unspecified Procedure are to be governed as per Unspecified Packages Guidelines provided under Schedule 3 (b). The packages and procedures may be revised time to time by NHA/SHA.
- e) The SHA shall reimburse claims of Empanelled Health Care Provider under the AB-PMJAY/MM-JAY and other State sponsored Health Assurance Schemes based on Package Rates determined as follows:
- (i) If the package rate for a medical treatment or surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is fixed in **Schedule 3**, then the Package Rate so fixed shall apply for the Policy Cover Period.
 - (ii) If the package rate for a surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is not listed in Schedule 3, then the ISA will forward the pre-authorization request to SHA for approval. The request shall be reviewed by SHA, and SHA will pre-authorise an appropriate amount based on rates for similar procedures defined in Schedule-3 or based on other applicable national or state health insurance schemes such as CGHS. In case of medical care, the rate will be calculated on per day basis as specified in schedule 3 except for special inputs like High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages or some other special inputs existing in the HBP (or are released by NHA in future) which can be clubbed with medical packages
 - (iii) PMJAY and other State sponsored Health Assurance Schemes are cashless scheme where no beneficiary should be made to pay for availing treatment in any empanelled hospitals. However, upon exhaustion of the beneficiary scheme wallet of Rs. 5.00 Lakhs, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families, then the Beneficiary and SHA (through ISA/TPA) will need to be clearly communicated in advance about the additional payment at the start of such treatment. However, extant co-payment guidelines as amended from time to time by NHA or SHA shall be applicable.
 - (iv) In case an AB-PMJAY/MM-JAY and other State sponsored Health Assurance schemes Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, there upon the 2nd surgical procedure shall be reimbursed at 50% of package rate, 3rd and subsequent surgical procedures shall be reimbursed at 25% of the package rate. However, the guidelines as amended from time to time by NHA or SHA shall be applicable.

- (v) Surgical and Medical packages will not be allowed to be availed at the same time (Except for certain add on procedures as defined in Schedule 3 and configured in NTMS). In exceptional circumstances, hospital may raise a request for such pre- auth which will be decided by SHA with the help of concerned medical specialist.
 - (vi) Certain packages as mentioned in **Schedule 3** will only be reserved for Public EHCPs as decided by the SHA. The state may permit availing of these packages in Private EHCPs only after a referral from a Public EHCP is made. Some modifications (in not more than 10% of total number of packages) may be done by SHA in this regard.
 - (vii) Incentivization will be provided to certain hospitals {as defined in schedule 3 (c)} which will be over and above the rates defined in Schedule 3.
- f) For the purpose of Hospitalization expenses as package rates shall include all the costs associated with the treatment, amongst other things:
- (i) Registration charges.
 - (ii) Bed charges
 - (iii) Nursing and boarding charges.
 - (iv) Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
 - (v) Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
 - (vi) Medicines and drugs.
 - (vii) Cost of prosthetic devices, implants etc.
 - (viii) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add- on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - (ix) Food to patient.
 - (x) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 days after discharge from the hospital for the same ailment / surgery.
 - (xi) Any other expenses related to the treatment of the patient in the hospital.
- g) For the purpose of Day Care Treatment expenses shall include, amongst other things:
- (i) Registration charges;
 - (ii) Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.;
 - (iii) Anaesthesia, blood transfusion, oxygen, operation theatre charges, cost of surgical appliances, etc.;
 - (iv) Medicines and drugs;
 - (v) Cost of prosthetic devices, implants, organs, etc.
 - (vi) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add- on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
 - (vii) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 days after discharge from the hospital for the same ailment /

surgery.

(viii) Any other expenses related to the Day Care Treatment provided to the Beneficiary by an Empanelled Health Care Provider.

- h) Revision/Stratification of Package Rates during Term of the contract: In case of any revision / stratification of package rates, ISA shall not claim any additional financial implication due to the same.
- i) The SHA agrees to publish the Package Rates on its website in advance of each Policy Cover Period. In case of addition of new packages or revision/stratification of existing packages during the policy cover, SHA will add these to the list available on website.
- j) As part of the regular review process, the Parties (the ISA and EHCP) shall review information on incidence of common medical treatments or surgical procedures that are not listed in **Schedule 3** and that require hospitalization or day care treatments (as applicable).
- k) No claim processing of package rate for a medical treatment or surgical procedure or day care treatment (as applicable) that is determined or revised shall exceed the sum total of Risk Cover for a Beneficiary Family Unit of AB-PMJAY and other State sponsored Health Assurance Schemes. However, upon exhaustion of the beneficiary scheme wallet of Rs. 5.00 Lakhs, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families, then the Beneficiary and SHA (through ISA/TPA) will need to be clearly communicated in advance about the additional payment at the start of such treatment. However, co-payment guidelines as amended from time to time by NHA or SHA shall be applicable.

4.3 Benefits Available only through Empanelled Health Care Providers

- a. The benefits under the AB-PMJAY/MM-JAY and other state-sponsored health assurance schemes Risk Cover shall only be available to Beneficiary through an EHCP after Aadhaar based identification as far as possible. In case Aadhaar is not available then other defined Government recognised ID will be used for this purpose. The state government shall share with the ISA within 7 days of signing the agreement a list of defined Government IDs. The extant Aadhaar authentication policy of NHA/SHA as amended from time to time shall be applicable.
- b. The benefits under the scheme Cover shall, subject to the available scheme Sum Insured, be available to the Beneficiary of AB-PMJAY/MM-JAY and other State sponsored Health Assurance Schemes on a cashless and paperless basis at any EHCP.
- c. Specialized tertiary level services shall be available and offered only by the EHCP empanelled for that particular service. Not all EHCPs can offer all tertiary level services, unless they are specifically designated by the SHA for offering such tertiary level services.

5. Identification of AB-PMJAY and other State sponsored Health Assurance Schemes Beneficiary Family Units

- a. Identification of AB-PMJAY Beneficiary Family Units is based on the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, Automatically Included category and 11 broadly defined occupational un-organised workers (in Urban Sector) of the NFSA database of the State. The extant beneficiary verification guidelines of NHA/SHA as amended from time to time shall be applicable.
- b. The beneficiaries of State sponsored Health Assurance Schemes are those beneficiaries who are included in National Food Security Act (NFSA) 2013 but not covered under AB-PMJAY/MM-JAY & other State Sponsored Health assurance scheme.
- c. The beneficiaries will be verified using Aadhaar (or an alternative government ID) and Ration Card

(or an alternative family ID)/ produced by the beneficiary from empanelled hospitals. Once successfully verified, the beneficiary will be provided with a print of AB-PMJAY/MM-JAY e-card which can be used as reference while availing benefits. The extant beneficiary verification guidelines of NHA/SHA as amended from time to time shall be applicable.

- d. Beneficiary Identification and Verification will be carried out by SHA/ agency appointed & authorised by SHA, and who will issue an 'e-card' to the verified Beneficiary of AB-PMJAY / State sponsored Health Assurance Schemes as per BIS Guidelines provided under Schedule 4. ISA shall not be involved in the beneficiary identification/ verification process. The extant beneficiary verification guidelines of NHA/SHA as amended from time to time shall be applicable
- e. Brief process flow of Beneficiary Identification System
- (i) The operator searches through the beneficiaries list of AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes to determine if the person is covered.
 - (ii) Search can be performed by Name and Location, Ration Card No or Mobile number (collected during data drive) or ID printed on the letter sent to family
 - (iii) If the beneficiary's name is found in the beneficiaries list of AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes, Aadhaar (or an alternative government ID) and Ration Card (or an alternative family ID) is collected against the Name /Family. Other family IDs include the following options:
 - Government certified list of members
 - PM Letter: Document image (PM Letter) to be uploaded
 - State Specific Requirement
 - (iv) The operator sends the linked record for approval to the SHA. The beneficiary will be advised to wait for approval from the SHA/authorized agency.
 - (v) The SHA will setup a Beneficiary approval team (may be through an agency) that works on fixedservice level agreements on turnaround time. The AB-PMJAY/MM-JAY details and the information from the ID is presented to the verifier. The SHA/ SHA authorized agency can either approve or recommend a case for rejection with reason.
 - (vi) All cases recommended for rejection will be scrutinized by a State team that works on fixed service level agreements on turnaround time. The state team will either accept rejection or approve with reason.
 - (vii) The e-card will be printed with the unique ID under AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes and handed over to the beneficiary to serve as a proof for verification for future reference.
 - (viii) The extant beneficiary verification guidelines of NHA/SHA as amended from time to time shall be applicable

6. Empanelment of Health Care Providers

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

- c. At the time of empanelment, those Hospitals that have the capacity and which fulfil the minimum criteria for offering tertiary treatment services as prescribed by the SHA would be specifically designated for providing such tertiary care packages.
- d. The SHA shall be responsible for empanelment and periodic renewal of empanelment of health care providers for offering services under the AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes. However, the final decision regarding empanelment of hospital will rest with SHA.
- e. Under circumstances of any dispute, final decision related to empanelment of health care providers shall vest exclusively with the SHA.
- f. ISA shall not play any role in the empanelment or de-empanelment of healthcare centres.

7. Agreement with Empanelled Health Care Providers

- a. Once a health care provider is found to be eligible for empanelment and if the empanelment is approved by SHA, then SHA and ISA shall enter into a tripartite Provider Service Agreement with such health care provider to provide the medical treatments, surgical procedures, day care treatments (as applicable), and follow-up care for which such health care provider meets the infrastructure and personnel requirements.
- b. This Provider Service Agreement shall be a tripartite agreement where the ISA shall be the third party.
- c. The Agreement of an EHCP shall continue for a period as per agreed duration from the date of the execution of the tripartite Provider Services Agreement, unless the EHCP is de-empanelled in accordance with **De-empanelment guidelines provided under NHA guidelines** and its agreement terminated in accordance with its terms.
- d. The ISA agrees that neither it nor its outsourced agency (if any) will enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Implementation Support Contract between the SHA and the ISA or tripartite Provider Service Agreement with the EHCP.
- e. If the ISA or its outsourced agency or any of its representatives violates the provisions of **Clause 7.d.** above, it shall be deemed as a material breach and the SHA shall have the right to initiate appropriate action against the ISA or the EHCP or both.

8. De-empanelment of Health Care Providers

- a. The SHA shall suspend or de-empanel an EHCP from the AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes, as per the guidelines mentioned in NHA guidelines and/or as per applicable laws and/or rules. The Hospital empanelment and de-empanelment guidelines of NHA/SHA as amended from time to time shall be applicable.
- b. Notwithstanding a suspension or de-empanelment of an EHCP, the ISA shall ensure that it shall process (accept/ reject) all Claims for any expenses that have been pre- authorised or are legitimately due before the effectiveness of such suspension or de- empanelment as if such de-empanelled EHCP continues to be an EHCP.

9. Term and Performance Bank Guarantee

9.1 Term

9.1.1 Term of the Implementation Support Contract with the ISA

- a) This ISA Contract shall be for a period of maximum 2 (two) years with starting date (insert date)
- b) Though the Contract period is for 02 years, however, It may be extended for a maximum period

of one year based upon the performance done by the agency as per defined KPIs in Schedule-8.

- c) However, notwithstanding provisions under clause 9.1.1.b, renewal of ISA Contract shall be mutually agreed between both the parties.

9.1.2 Start of Policy

- a) For the purpose of start of a policy, all eligible beneficiary family units in the entire State of Bihar shall be covered under one policy. This issue of policy shall be supported by the ISA before the commencement of the policy start date.
- b) The ISA agrees to ensure that the Beneficiaries of AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes in that State are provided services from that date of start of contract/ policy onwards.

9.1.3 Commencement of Cover Period in State

- a) The first Cover Period for a State shall commence from the date decided and announced by the SHA.
- b) The ISA agrees to ensure delivery of required services for the State in the Service Area covering all the beneficiaries of AB-PMJAY/MM-JAY and State sponsored Health Assurance Schemes as per Beneficiary Database.

9.2 Performance Bank Guarantee

9.2.1 Submission of Performance Security

- a) The ISA shall submit to the SHA on or before the date of execution of this Agreement, an irrevocable, unconditional and on-demand bank guarantee from a Scheduled Bank for an amount equal to 10% of the value of contract, that is payable or confirmed for payment in Patna, in the format set forth in **Schedule 21** (the “**Performance Security**” or “Performance Bank Guarantee” or PBG), to secure the due performance of the ISA’s obligations and the discharge of the ISA’s liabilities under this Agreement, whether during or after the Term
- b) Until such time that the Performance Security is submitted by the ISA , the ISA shall ensure that the Bid Security submitted by it shall remain in full force and effect. If the validity of the Bid Security is scheduled to expire prior to submission of Performance Security and the validity of the Bid Security is not extended or if the Bid Security is not replaced by the ISA at least 15 (fifteen) days prior to such scheduled expiry date, the SHA shall be entitled to forfeit and appropriate the total amount of the Bid Security as Damages and terminate the Agreement. Upon submission of the Performance Security in accordance with Clause 9.2.1 the SHA shall release the Bid Security to the ISA.
- c) Notwithstanding anything to the contrary contained in this Agreement, if the Performance Security is not submitted by the ISA within a period of 15 (fifteen) days from the date of this Agreement, the SHA may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the ISA under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the ISA. Further, the SHA shall be entitled to terminate this Agreement

9.2.2 Validity of Performance Security

- a) The Performance Security shall remain in full force and effect from the date of its issuance until the expiration of One Hundred and Eighty (180) Days following the Contract End Date.
- b) If the Performance Security is scheduled to expire prior to the period specified in Clause 9.2.1, then, no less than sixty (60) Days prior to the scheduled expiry of the Performance Security,

the ISA shall arrange for an extension or replacement of the Performance Security meeting the requirements of this Agreement. If the ISA fails to extend or replace the Performance Security within the specified time period, the SHA shall be entitled to encash and appropriate the full value of the Performance Security as Damages and to terminate this Agreement.

c) Appropriation of Performance Security:

Upon occurrence of an ISA Default or failure by the ISA to pay any amount due or to discharge any liability to the SHA in accordance with this Agreement, the SHA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages.

10. Fee and Fee Payment

- 10.1 The financial bid submitted by the Agency shall remain firm for the entire duration of the project.
- 10.2 ISA will be paid a fee as per fees quoted by the ISA for servicing the Beneficiary Family Units of AB-PMJAY/MM-JAY and other State Sponsored Health Assurance scheme(s). The Fee shall be payable by SHA at pre-agreed rate of per Beneficiary Family Unit per year (f) for total number of Beneficiary Family Units in the State (n). The Total Fee payable (T) shall be calculated as: $T = n \times f$. Total fee payable to ISA shall be paid in four installments as per below schedule:

Installment	Payment Schedule	% Amount of Total Fee (T)
1	End of Quarter-1	25%
2	End of Quarter-2	25%
3	End of Quarter-3	25%
4	End of Quarter-4	25%

Note: - 'Quarter' mentioned above doesn't refer to FY quarters but refers to 3 months' duration.

- 10.3 The payment will be made on quarterly (3 months) basis to the agency by the BSSS, against the invoices (as prescribed under GST Act) raised against the services delivered during the quarter, in-line with the contract rates. If applicable, GST on amount payable by the Authority will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.
- 10.4 All instalments shall be payable by SHA after receiving a request/ invoice from ISA along with the supporting documents i.e., all types of audit report as per requirement mentioned in Schedule-8 and in the formats shared by SHA. Such request/ invoice should be sent to SHA by ISA at least 15 days before the due date of payment of instalments.
- 10.5 The payments will be made through RTGS/ NEFT by 10th day of the next month (i.e. 25 days from date of receipt of invoice with supporting document) after necessary verification & deducting penalties (if any). GST (if applicable) will be paid by Bihar Swasthya Suraksha Samiti (BSSS) as per the prevailing rates/rules.
- 10.6 All payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- 10.7 Invoices submitted without requisite audit reports/documents shall not be processed.
- 10.8 Penalty amount for KPIs shall be calculated each month and shall be deducted from the Invoice amount as per KPIs defined in Schedule-8.

Sl. No	Subject	Penalty Amount
1	On the basis of KPI performance as mentioned in schedule 8(A), 8 (B) and 8(C) :- (A) Initial Setting up KPIs (B) Performance KPIs (C) Audit Related KPIs	Maximum Caping of 10% of Invoice Amount. The maximum penalty will be limited to 10% of the invoice value excluding the penalty due to preauth processing/ claim processing doctor exceeds the maximum limit number of claim processing per day.
2	On the basis of productivity KPI (KPIs for Key Staff by ISA) as mentioned in schedule 8 (D) (PPD and CPD productivity) If any Preauthorization Processing Doctor (PPD)/ Claim Processing Doctor(CPD) exceeds the maximum number of claim processing per day as mentioned in Schedule 8(D)	Rs. 1000 (Rupees One Thousand) per login per day.

10.9 The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, or any other functionary associated with AB-PMJAY and other State Sponsored Health Assurance scheme(s) in the state for scheme(s) related activities, unless otherwise specifically permitted by SHA.

10.10 The violation of Clause 10.9 shall be considered as a fraudulent act, an event of default and a criminal breach of trust and shall invoke action from SHA under the provisions of the Anti-Fraud Guidelines issued by the SHA and the provisions of this Contract

10.11 Taxes

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

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

10.12 Fee All Inclusive

Except as expressly permitted, the ISA shall have no right to claim any additional amount from the State Health Agency in respect of

- the performance of any of its obligations under this Implementation Support Contract; or
- any costs or expenses that it incurs in respect thereof.

11. Cashless Access of Services

- The beneficiaries of AB-PMJAY and other State Sponsored Health Assurance scheme(s) shall be provided treatment free of cost for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.

- b. The SHA shall reimburse EHCP as per the package cost specified in this Document agreed for specified packages or as pre-authorised amount in case of unspecified packages, for the claims approved by the ISA.
- c. The EHCP shall establish the identity of the member of Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card through use of alternate Government ID) and ensure:
 - (i) That the patient is admitted for a covered procedure and package for such an intervention is available.
 - (ii) Beneficiary of AB-PMJAY/MM-JAY and other State Sponsored Health Assurance scheme(s) has balance in her/ his scheme Cover amount.
 - (iii) Provisional entry shall be made on the server using the ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.
 - (iv) At the time of discharge, the final entry shall be made on the patient account after completion of Aadhaar Card Identification Systems verification, or any other recognised system of identification adopted by the SHA of Beneficiary Family Unit to complete the transaction.

12. Pre-authorisation of Procedures

- a. All procedures in **Schedule 3** that are earmarked for pre-authorisation shall be subject to mandatory pre-authorisation. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorisation irrespective of the pre-authorisation status in **Schedule 3**.
- b. ISA will not allow any EHCP shall, under any circumstances whatsoever, to undertake any such earmarked procedure without pre-authorisation unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-PMJAY/MM-JAY.
- c. Request for hospitalization shall be forwarded by the EHCP after obtaining due details from the treating doctor, i.e. "request for authorisation letter" (RAL). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related problem on the portal, then through email or fax. The medical team of ISA would get in touch with the treating doctor, if necessary.
- d. The RAL should reach the authorisation department of the ISA within 1 hour of admission in case of emergency.
- e. In cases of failure to comply with the timelines stated in above **Clause 12.d**, the EHCP shall forward the clarification for delay with the request for authorisation.
- f. The ISA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP as per TAT mentioned in Schedule 8.B.2. If there is no response from the ISA within prescribed TAT of EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised and shall affect performance KPIs mentioned in Schedule 8.B.2.
- g. The SHA shall not be liable to honour any claims from the EHCP for procedures featuring in **Schedule 3**, for which the EHCP does not have a pre-authorisation, if prescribed.
- h. Reimbursement of all claims for procedures listed under **Schedule 3** shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.

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

13. Portability of Benefits

- a. The benefits of AB-PMJAY will be portable across the country and a beneficiary covered under the scheme will be able to get benefits under the scheme across the country at any EHCP.
- b. Package rates of the hospital where benefits are being provided will be applicable while payment will be done by the SHA of the home state on the recommendation of ISA of the home state.

- c. The SHA is required to honour claims from any empanelled hospital under the scheme within India and will settle claims within TAT provided in **Schedule 8 B**.
- d. To ensure true portability of AB-PMJAY/MM-JAY & other State Sponsored Health assurance scheme, State Governments participating in the Scheme are deemed to be in arrangement with ALL other States through, NHA, that are implementing AB-PMJAY for allowing sharing of network hospitals, transfer of claim & transaction data arising in areas beyond the service area.
- e. Detailed guidelines of portability are provided at **Schedule 7**.
- f. ISA shall implement portability as per the guidelines of NHA, in totality, and as amended from time to time.

14. Claims Adjudication

14.1 Claim Payments and Turn-around Time

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

- a) The ISA shall require the Empanelled Health Care Providers to submit their Claims electronically as early as possible but not later than 7 days after discharge in the defined format prescribed by the NHA/SHA/ISA.
- b) If EHCP fails to submit the claims within 7 days, the EHCP shall take written permission from SHA for submission of claims. Claims submitted beyond 21 days of discharge of patients will not be admissible. However, in case of Public EHCPs, this time may be relaxed as defined by SHA.
- c) The ISA agrees to be responsible for processing all claims and provide their recommendations regarding acceptance or rejection to SHA as per TAT provided in **Schedule 8**
- d) The ISA shall decide on the acceptance or rejection of any Claim received from an Empanelled Health Care Provider and provide clear recommendation to SHA
- e) If the ISA recommends for rejection of a Claim, after approval from SHA, the ISA shall issue an electronic e-notification of rejection to the Empanelled Health Care Provider stating details of the Claim summary; reasons for rejection; and details of the District Grievance Nodal Officer. e-notification of rejection shall be issued the Empanelled Health Care Provider as per TAT in Schedule 8.B. The ISA should inform the Empanelled Health Care Provider of its right to seek redressal for any Claim related grievance before the District Grievance Redressal Committee in its e-notification of rejection.
- f) If a Claim is rejected because the Empanelled Health Care Provider making the Claim is not empanelled for providing the health care services in respect of which the Claim is made, then the ISA shall while rejecting the Claim inform the Beneficiary of an alternate Empanelled Health Care Provider where the benefit can be availed in future.
- g) The ISA agrees to be responsible for ensuring processing (approve/ reject) of all claims as per TAT mentioned here:

Table 3: Turn Around Time (TAT)				
S. No.	Activities	Responsibility	TAT	Action
1	TAT for Pre-Authorization Request	ISA	6 Hrs. (as per threshold set in Transaction Management System (TMS))	• Auto approval after 6 hours
2	TAT for Claim Payment	ISA	8 days within the state and 15 days for inter-state	• Complete process within timeline

		(portability)	
SHA may decide to amend the aforementioned TAT, based on GOI/ NHA guidelines			

- h) The Claim Payment shall be made (based on the Package Rate or the Pre-Authorized Amount) if not rejected, including any investigation into the Claim received from the Empanelled Health Care Provider.
- i) If the Beneficiary is admitted by an Empanelled Health Care Provider during a Policy Cover Period but is discharged after the end of such Policy Cover Period and the Policy is not renewed, then the arising Claim shall be paid in full subject to the available Sum Insured.
- j) All Claims audits/investigations shall be undertaken by qualified and experienced Medical Practitioners appointed by the ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Implementation Support Contract and relevant Policy. The ISA's medical staff shall not impart or advise on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.
- k) The ISA may collect at its own cost, complete Claim papers from the Empanelled Health Care Provider, if required for audit purposes.
- l) The ISA agrees to, at all times, comply with Health Insurance Regulations and any other Law issued or notified by the IRDAI in relation to the provision of Cashless Access Services and Claims processing.
- m) The ISA will recommend to the SHA on the action to be taken in relation to a Claim. However, the final decision on approval and rejection of Claims shall be made by the SHA.
- n) The Central Claims Committee of the SHA shall undertake close scrutiny of all claims withheld for more than 8 days by ISA and if during its review the SHA determines that there was no prima facie reason for withholding the settlement of claims, the ISA shall treat such act of ISA as potential fraud and at its sole discretion may initiate investigations to uncover the motive behind withholding claims as per its Anti-Fraud Guidelines.
- o) The ISA shall submit monthly audit reports of the preceding month by 10th day of every month. The audit shall be done on a monthly basis from the sample of previous month's cases i.e. if the agency is submitting the audit report of April month, the audit should be conducted from the sample of March month, and the concerned audit report shall be submitted within 10th day of the month of May. ISA shall submit all type of audit reports as per requirement mentioned in Schedule-8 and in the formats shared by SHA.
- p) The ISA may collect at its own cost, complete Claim papers from the Empanelled Health Care Provider, if required for audit purposes. This shall not have any bearing on the Claim Payments to the Empanelled Health Care Provider.
- q) Guidelines for submission of claims, claims processing, handling of claim queries, and all other related details shall be as per prevalent NHA's Claims Adjudication guideline on the same.

14.2 Right of Appeal and Reopening of Claims

- a) The Empanelled Health Care Provider shall have a right of appeal against a rejection of a Claim by the SHA, if the Empanelled Health Care Provider feels that the Claim is payable. Such decision of the ISA may be appealed by filing a grievance with the DGNO within 15 days of rejection of claim, in accordance with **Clause 26** of this Contract. This timeline is

not applicable for public hospitals.

- b) The SHA and/or the DGNO or the DGRC, as the case maybe, may re-open the Claim, if the Empanelled Health Care Provider submits the proper and relevant Claim documents that substantiates their right to re-open such claims.

15. No Duty of Disclosure

- a) Notwithstanding the issue of the Tender Documents and any other information provided by the State Health Agency prior to the date of this Implementation Support Contract, the ISA hereby acknowledges that it does not rely on and has not been induced to enter into this Implementation Support Contract or to provide the Covers or to assess the Fee for providing services on the basis of any statements, warranties, representations, covenants, undertakings, indemnities or other statements whatsoever and acknowledges that none of the State Health Agency or any of its agents, officers, employees or advisors or any of the enrolled Beneficiary Family Units have given or will give any such warranties, representations, covenants, undertakings, indemnities or other statements.
- b) Prior to commencement of each Policy Cover Period for any State, the State Health Agency or NHA undertake to prepare or cause a third party to prepare the Beneficiary Database as correctly as possible. The ISA acknowledges that, notwithstanding such efforts being made by the State Health Agency, the information in the Beneficiary Database may not be accurate or correct and that the Beneficiary Database may contain errors or mistakes.

Accordingly, the ISA acknowledges that the State Health Agency makes no warranties, representations, covenants, undertakings, indemnities or other statements regarding the accuracy or correctness of the Beneficiary Database that will be provided by it to the ISA.

- c) The ISA represents, warrants and undertakes that it has completed its own due diligence and is relying on its own judgment in assessing the risks and responsibilities that it will be undertaking by entering into this Implementation Support Contract and in providing the contracted services and in assessing the adequacy of the Fee for delivering these services.
- d) Based on the acknowledgements of the ISA in this Clause, the ISA:
 - (i) acknowledges and confirms that the State Health Agency has made no and will make no material disclosures to the ISA;
 - (ii) acknowledges and confirms that the State Health Agency shall not be liable to the ISA for any misrepresentation, or untrue, misleading, incomplete or inaccurate statements made by the State Health Agency or any of its agents, officers, employees or advisors at any time, whether made willfully, negligently, fraudulently or in good faith; and
 - (iii) hereby releases and waives all rights or entitlements that it has or may have to:
 - make any claim for damages and/or declare this Implementation Support Contract declared null and void; or
 - as a result of any untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars that affect the ISA's ability to provide the Covers.

16. Fraud Control and Management

- a) The ISA is expected to have the capability of develop a comprehensive fraud control system for the scheme which shall at the minimum include regular monitoring, data analytics, e-cards audit, medical audit, field investigation, corrective action etc. It shall comply with provisions of PMJAY Anti-Fraud Guidelines and Advisories as issued time to time.
- b) For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked as provided in **Schedule 9**. The ISA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.
- c) For all trigger alerts related to possible fraud at the level of EHCPs, the ISA shall take the lead in immediate investigation of the case in close coordination and under constant supervision of the SHA.
- d) Investigations pursuant to any such alert shall be concluded within 07 (seven) days and all final decision related to outcome of the Investigation and consequent penal action, if the fraud is proven, shall vest solely with the SHA.
- e) The SHA shall take all such decision within the provisions of the Implementation Support Contract, PMJAY Anti-Fraud Guidelines, Recovery Guidelines and Advisories etc. And be founded on the Principles of Natural Justice and as per applicable laws.
- f) The SHA shall on an ongoing basis measure the effectiveness of anti-fraud measures in the Scheme through a set of indicators. For a list of such indicative (not exhaustive) indicators, refer to **Schedule 10**.
- g) The ISA shall be responsible for monitoring and supporting the implementation of the AB-PMJAY and other State sponsored Health Assurance scheme(s) in the State in accordance with **Clause 23**.
- h) In the event of a fraudulent Claim being made or a false statement or declaration being made or used in support of a fraudulent Claim or any fraudulent means or device being used by any Empanelled Health Care Provider or the TPA or other intermediary hired by the ISA or any of the Beneficiaries to obtain any benefits under this Implementation Support Contract or any Policy issued by the ISA (each a Fraudulent Activity), then the ISA's sole remedies as per the approval of SHA shall be to:
 - (i) refuse to honour a fraudulent Claim or Claim arising out of Fraudulent Activity or reclaim all benefits paid in respect of a fraudulent Claim or any Fraudulent Activity relating to a Claim from the Empanelled Health Care Provider and/or any entity that has undertaken or participated in a Fraudulent Activity; and/or
 - (ii) take disciplinary action against the Empanelled Healthcare provider that has made a fraudulent Claim or undertaken or participated in any unethical practices, including but not limited to issuing show cause notice, levying penalties as per provisions or refer for suspension or de-empanelment to the State Empanelment Committee, with the procedure specified in **NHA guidelines**;
 - (iii) terminate the services agreement with the intermediary appointed by the ISA; and/or provided that the ISA keeps the SHA informed of actions taken by it along with detailsthereof.

- (iv) The State Health Agency shall have the right to conduct a random audit of any or all cases in which the ISA has exercised such remedies against an Empanelled Health Care Provider and/or any Beneficiary. If the State Health Agency finds that the ISA has wrongfully de-empanelled an Empanelled Health Care Provider, then the ISA shall be required to reinstate such benefits to such Empanelled Health Care Provider.
- i) The ISA hereby releases and waives all rights or entitlements to:
 - (i) make any claim for damages and/or have this Implementation Support Contract or any Policy issued under this Implementation Support Contract declared null and void; or
 - (ii) as a result of any fraudulent Claim by or any Fraudulent Activity of any Empanelled Health Care Provider.

17. Representations and warranties of the ISA

17.1 Representations and Warranties

The ISA represents, warrants and undertakes that:

- a) The ISA has the full power, capacity and authority to execute, deliver and perform this Implementation Support Contract and it has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver and perform its obligations under this Implementation Support Contract and that it is fully empowered to enter into and execute this Implementation Support Contract, as well as perform all its obligations hereunder.
- b) Neither the execution of this Implementation Support Contract nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:
 - (i) any provision of any agreement or other instrument to which the ISA is a party or by which it is bound;
 - (ii) any judgment, injunction, order, decree or award which is binding upon the ISA; and/or
 - (iii) the ISA's Memorandum and Articles of Association or its other constituent documents.
- c) The ISA is duly registered with the IRDAI, has duly obtained renewal of its registration from the IRDAI and to the best of its knowledge, will not have its registration revoked or suspended for any reason whatsoever during the Term of this Implementation Support Contract. The ISA undertakes that it shall continue to keep its registration with the IRDAI valid and effective throughout the Term of this Implementation Support Contract.
- d) The ISA has conducted the claims processing and settlement business in India for at least 3 financial years prior to the submission of its Bid and shall continue to be an ISA that is permitted under Law to carry on the business throughout the Term of this Implementation Support Contract.
- e) In the financial year prior to the submission of its Bid, the ISA has maintained its solvency ratio in full compliance with the requirements of the IRDAI Solvency Regulations and the ISA undertakes that it shall continue to maintain its solvency ratio in full compliance with the IRDAI Solvency Regulations throughout the Term of this Implementation Support Contract.
- f) The ISA has complied with and shall continue to comply with all Laws, including but not limited to the rules or regulations issued by the IRDAI in connection with the conduct of its business and the AB-PMJAY Guidelines issued by NHA and/or the State Health Agency

from time to time.

- g) The ISA has quoted the Fees and accepted the terms and conditions of this Implementation Support Contract. The ISA will not later deny any obligation on the grounds that: (x) the Fee is found financially unviable; or (y) the assumptions taken by the ISA with its Bid have been:
- h) Without prejudice to above, the ISA is and shall continue to be capable of meeting its liabilities to servicing the Covers being provided by SHA under this Implementation Support Contract and has and shall continue to have sufficient infrastructure, trained manpower and resources to perform its obligations under this Implementation Support Contract.
- i) The ISA has at no time, whether prior to or at the time of submission of its Bid and at the time of execution of this Contract, been black-listed or been declared as ineligible from participating in government sponsored schemes (including the AB-PMJAY) by the IRDAI.
- j) After the issuance of each Policy, the ISA shall not withdraw or modify the Fee or the terms and conditions of the services provided to the Beneficiaries during the Term of this Implementation Support Contract.
- k) The ISA abides and shall continue to abide by the Health Insurance Regulations and the code of conduct prescribed by the IRDA or any other governmental or regulatory body with jurisdiction over it, from time to time.

17.2 Continuity and Repetition of Representations and Warranties

The ISA agrees that each of the representations and warranties set out in **Clause 17.1** are continuing and shall be deemed to repeat for each day of the Term.

17.3 Information regarding Breach of Representations and Warranties

The ISA represents, warrants and undertakes that it shall promptly, and in any event within 15 days, inform the State Health Agency in writing of the occurrence of a breach or of obtaining knowledge of a potential breach of any of the representations and warranties made by it in **Clause 17.1** at any time during the continuance of the Term.

18. Project Office and District Offices and Manpower

18.1 Project Office at the State Level

The ISA shall establish a Project Office at a convenient place at Patna, within 10 km. radius of the BSSS office for coordination with the SHA on a regular basis, within 30 days of signing of the contract.

18.2 District Offices

- a) The ISA selected for the Cluster shall set up an office in each of their concerned districts within 8 km. radius of the district headquarters of such district (each a District Office) within 30 days of signing of the contract.
- b) Each District Office shall be responsible for coordinating the ISA's activities at the district level with the SHA's district level administration.

18.3 Organizational Set up and Functions

- a) In addition to the support staff for other duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the AB-PMJAY and State Sponsored Health Assurance scheme(s) and for the performance of its obligations and discharge of its liabilities under the ISA Contract. Detailed list of staff to be provided by ISA is provided under Schedule 11:

- b) In addition to the personnel mentioned in Schedule 11, the ISA shall recruit or employ experienced and qualified personnel including but not limited to following roles within its organisation exclusively for the purpose of the implementation of the Scheme:
- (i) To undertake Information Technology related functions which will include, among other things, collating and sharing claims related data with the SHA and updating data at regular intervals on the website. The website shall have information on AB-PMJAY and State Sponsored Health Assurance scheme(s) in the local language and English with functionality for claims settlement and account information access for the Beneficiaries of AB-PMJAY and State Sponsored Health Assurance scheme(s) and the EHCP.
 - (ii) To coordinate the ISA's State level obligations with the State level administration of the SHA.
 - (iii) To undertake the Management Information System (MIS) functions, which include creating the MIS dashboard and collecting, collating and reporting data.
 - (iv) To generate reports in formats prescribed by the SHA from time to time or as specified in the Scheme Guidelines, at monthly intervals.
 - (v) To undertake the Pre-authorisation functions under AB-PMJAY/MM-JAY and State Sponsored Health Assurance scheme(s).
 - (vi) To undertake paperless claims processing for the Empanelled Health Care Providers with electronic clearing facility, including the provision of necessary Medical Practitioners to undertake investigation of claims processed.
 - (vii) To undertake internal monitoring and control functions including fraud detection along with providing a team with adequate manpower to analyse data for analysing patterns, frauds and taking actions against the hospitals.
 - (viii) To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries of AB-PMJAY and State Sponsored Health Assurance scheme(s), the EHCPs etc., analysing the feedback data and recommending appropriate actions.
 - (ix) To coordinate the ISA's district level obligations with the district level administration of the SHA.
 - (x) To undertake medical audit, claims audit, pre-authorization audit and all other audits defined in this contract document.
- c) Provided, however, that the ISA shall not outsource any roles or functions that are its core functions as a health ISA or that the ISA is prohibited from outsourcing under the Insurance Laws, including but not limited to: undertaking pre-authorisation (other than in accordance with the Health Insurance Regulations), undertaking Claims Payments (other than in accordance with the Health Insurance Regulations).
- d) The ISA shall provide a list of all appointments and replacement of such personnel to the SHA within 30 days of all such appointments and replacements. The ISA shall ensure that its employees coordinate and consult with the SHA's corresponding personnel for the successful implementation of AB-PMJAY and State Sponsored Health Assurance scheme(s) and the due performance of the ISA's obligations and discharge of the ISA's liabilities under the Implementation Support Contract and the Policies issued hereunder.

- e) The ISA shall complete the recruitment of such employees within 45 days of the signing of the Implementation Support Contract and in any event, prior to commencement of the Policy Cover Period.

19. Obligations of the Implementation Support Agency

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

- a) Processing of pre-authorization requests related to the scheme from the empanelled hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, as per TAT provided in Schedule 8.
- b) Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the State Health Agency within 8 days of receipt of complete claim so that the SHA can release the applicable payment within 15 days of receipt of the bills from the network hospitals.
- c) Fraud detection and control including providing a team with adequate manpower to undertake spot checks, investigations, analyse data for analysing patterns, frauds and taking actions against the hospitals to prevent and detect fraud including but not limited to preventing beneficiary fraud and ensuring that no fraudulent claim is processed for payment.
- d) Set up a fully operational Project and district office within TAT mentioned in Schedule 8.
- e) Provide staff as detailed in Schedule 11
- f) Conduct audit as per Anti-Fraud Guidelines
- g) Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the ISA itself.
- h) To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries of AB-PMJAY and State Sponsored Health Assurance scheme(s), the EHCPs etc., analyzing the feedback data and recommending appropriate actions.
- i) Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.
- j) Ensuring that the contact details of the State Coordinator of the Implementation Support Agency and the nodal officer of the EHCP (as the case may be) are updated on the website of AB-PMJAY/MM-JAY & other State Sponsored Health Assurance scheme(s).
- k) ISA should ensure quality claim adjudication of Hospitals under watchlist which shall be provided by SHA on regular basis.

20. Other Obligations

20.1 ISA's Obligations before start of the commencement of services:

The ISA shall mandatorily complete the following activities before commencement of services:

- a) State and district offices as mentioned above are set up and functional
- b) Ensuring that contact details of the District Coordinator of the ISA, and the nodal officer of the other service providers appointed by the ISA are provided to SHA before the

commencement of services.

20.2 State Health Agency's Obligations

The State Health Agency shall mandatorily complete the following activities before the start of the policy in the State:

- a) Payment of Fee as per schedule mentioned under Clause 10
- b) Provide the Beneficiary Database for each district in the format prescribed by the AB-PMJAY Guidelines to the ISA prior to the commencement of each Policy Cover Period at least 15 days prior to the scheduled date for start of policy.
- c) Appoint the District Nodal Officers (DNOs) and other required staff for each district and work with the DNO appointed by it to create the requisite organization structure at the district level to effectively implement and manage the AB-PMJAY and State Sponsored Health Assurance scheme(s) within 30 days of the signing of this Implementation Support Contract.
- d) Set up State and District level grievance committees as detailed out in this contract document.
- e) Set up Claims review committee as mentioned in 24.3.1 (b) (I)

21. Service beyond Service Area

To ensure true portability of AB-PMJAY, State Governments participating in the Scheme are deemed to be in arrangement with ALL other States, through NHA, that are implementing AB-PMJAY for allowing sharing of network hospitals, transfer of payment of claim & transaction data arising in areas beyond the service area.

22. Management Information System

- a. All Management Information System (MIS) shall be on a centralised web-based architecture designed by the NHA/SHA, for the purposes of the Scheme.
- b. The ISA shall maintain a MIS dashboard that will act as a visual interface to provide at-a-glance views on key ratios and measures of data regarding the implementation of the Scheme.
- c. The 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. The SHA and the NHA shall have the right to download, print or store the data available on the MIS dashboard.
- d. In addition, the ISA shall submit monthly audit reports of the preceding month to the SHA by 10th day of every month regarding health-service usage patterns, claims data and such other information regarding the delivery of benefits as may be required by the SHA.
- e. In addition, the ISA shall be responsible for submitting such other data and information as may be requested by the SHA and/ or to the NHA and to submit such reports in formats as required by and specified by the SHA from time to time.
- f. All data generated by the ISA in relation to the implementation and management of the Scheme and/or in performing its obligations under the Implementation Support Contract shall be the property of the SHA and NHA. The ISA undertakes to handover all such information and data to the SHA within 8 days of the expiration or cancellation of the Policy for that State and on

the expiration or early termination of the Implementation Support Contract.

- g. ISA shall ensure that the platform used for claim processing, or any other activity used for claim processing should be of NHA or SHA.

23. Monitoring and Control

23.1 Scope of Monitoring

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

23.2 Monitoring Activities to be undertaken by the ISA

23.2.1 General Monitoring Obligations

The ISA shall monitor the entire process of implementation of the Scheme on an ongoing basis to ensure that it meets its obligations under its Implementation Support Contract with the SHA. Towards this obligation the ISA shall undertake, **but not be limited to**, the following tasks:

- a) Ensure compliance to all the terms, conditions and provisions of the Scheme.
- b) Ensure monitoring of processes for seamless access to cashless health care services by the AB-PMJAY beneficiaries under the provisions of the Scheme.
- c) Ensure monitoring of processes for timely claim processing and management of all claims of the EHCPs.
- d) Ensure monitoring of processes/transactions/entities for fraud control.
- e) Ensure fulfilment of minimum threshold levels as per the agreed Key Performance Indicators (KPIs) laid down in Schedule 8.
- f) Ensure compliance from all its sub-contractors, vendors and intermediaries hired/ contracted by the ISA under the Scheme for the fulfilment of its obligations.

23.3 Monitoring Activities to be undertaken by the State Health Agency

23.3.1 Audits by the State Health Agency

- a. Audit of the audits undertaken by the ISA: The SHA shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the ISA.
- b. Direct audits: In addition to the audit of the audits undertaken by the ISA referred in **Clause 23.3.1.a**, the SHA shall have the right to undertake direct audits on a regular basis conducted either directly by it or through its authorized representatives/ agencies including appointed third parties. Direct audits shall include:
 - (i) Claims audit: For the purpose of claims audit, the SHA shall constitute a **Claims Review Committee (CRC)** that shall look into 100 percent of the claims

recommended for rejection or partially processed by the ISA or partially settled by SHA to assure itself of the legitimacy of the ISA's decisions. Claims settlement decisions of the ISA that are disputed by the concerned EHCP shall be examined in depth by the CRC after such grievance of the EHCP is forwarded by the concerned Grievance Redressal Committee (GRC) to the CRC.

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

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

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

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

23.3.2 Spot Checks by the State Health Agency

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

23.3.3 Performance Review and Monitoring Meetings

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

23.4 Key Performance Indicators for the ISA

- a) A set of critical indicators where the performance level below the threshold limit set, shall attract financial penalties and shall be called **Key Performance Indicators (KPI)**. For list of KPIs, see **Schedule 8**.
- b) At the end of 2 years, if the contract is extended, the SHA shall have the right to amend the KPIs, which if amended, shall be applicable pre-emptively on the ISA and the ISA shall be obliged to abide by the same.

23.5 Measuring Performance

- a) Performance of the ISA would be evaluated as per timeline and threshold defined in Key Performance Indicators (KPIs) listed in Schedule-8. The parameters will be used to assess the performance of the selected agency.
- b) The penalty amount will be effective from the third month from the date of commissioning of the service.
- c) If the agency fails to perform the services as per the KPIs, the Authority shall deduct penalty from the invoice value without prejudice to other rights and remedies available to the Authority under the contract.
- d) The penalties would be imposed for each occurrence as per details mentioned in the sub-identified Key Performance Indicators (KPIs) in Schedule-8.
- e) At any point during term of the contract, if penalty amount is 25% of the total contract value, the SHA/BSSS may decide to terminate the contract on non-satisfactory performance basis, with a 30 days' notice including forfeiture of performance security, and agency may be blacklisted/debarred.

23.6 Penalties

KPI related penalties are provided in the KPI table in **Schedule 8**.

24. Subcontracting

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

25. Reporting Requirements

- a. The ISA shall submit all reports on time as mandated by SHA
- b. Submission of Audit Reports (as defined in KPIs) in hard copy with seal and signature, and soft copy bearing the digital signature of authorised Officials/Doctors of ISA. Agency shall have to keep the record of these documents till the contract period and shall handover all these document to SHA on completion of the contract period based on requirement.
- c. The SHA shall review all progress reports and provide feedback, if any, to the ISA.
- d. All Audits reports shall be reviewed by the SHA/Authorised Third-Party, and based on the audit observations, determine remedial/penal actions, wherever required.

26. Grievance Redressal

A robust and strong grievance redressal mechanism has been designed for the implementation AB-PMJAY/ and other State sponsored Health Assurance scheme(s). The District authorities shall act as a frontline for the redressal of Beneficiaries' / Providers / other Stakeholder's grievances. The District authorities shall also attempt to solve the grievance at their end. The grievances so recorded shall be numbered consecutively and the Beneficiaries / Providers or any other aggrieved party shall be provided with the number assigned to the grievance. The District authorities shall provide the Beneficiaries / Provider or any other aggrieved party

with details of the follow-up action taken as regards the grievance as per the process laid down. The District authorities shall also record the information in pre-agreed format of any complaint / grievance received by oral, written or any other form of communication. Under the Grievance Redressal Mechanism of AB-PMJAY/MM-JAY and other State sponsored Health Assurance scheme(s), set of three tier Grievance Redressal Committees have been set up to attend to the grievances of various stakeholders at different levels. Details of Grievance Redressal mechanisms and guidelines are published and revised by NHA/SHA from time to time, ISA shall ensure adherence to these guidelines while conducting grievance redressal. ISA shall also provide training to their staff regarding Grievance redressal guidelines which is published and revised by NHA/SHA from time to time.

27. Term and Termination

27.1 Term

This Implementation Support Contract shall become effective on the date of its execution and shall continue to be valid and in full force and effect until 2 (two) years as per Clause 9 until

- a) expiration of the Contract Period/Policy Cover Period under each Policy issued under this Implementation Support Contract;
- b) the disposal of all the ISA's liabilities for all Claims/ pre-authorizations made by the Empanelled Health Care Providers on or before the date of expiration of the Policy Cover Period for each Policy. For the avoidance of doubt, this shall include all pre- authorization/ claim requests received from EHCPs on or before the last date of expiration/ termination of contract.
- c) the discharge of all the ISA's liabilities to the State Health Agency for any of the previous Policy Cover Periods.

The ISA undertakes that it shall discharge all its liabilities in respect of all such Claims raised in respect of each Policy and all of its liabilities to the State Health Agency within 45 days of the date of expiration of the Contract/Policy Cover Period for that Policy.

The period of validity of this Implementation Support Contract shall be the **Term**, unless this Implementation Support Contract is terminated earlier.

27.2 Termination by the State Health Agency

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

- (v) The ISA has successively infringed the terms and conditions of the Implementation Support Contract and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Implementation Support Contract by the ISA; or
 - (vi) The ISA has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with SHA unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the SHA without any contributory factor of the ISA; or
 - (vii) The ISA engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Implementation Support Contract; or
 - (viii) The ISA has been adjudged as bankrupt or become insolvent; or
 - (ix) Any petition for winding up of the ISA has been admitted and liquidator or provisional liquidator has been appointed or the ISA has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the SHA, provided that, as part of such or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the ISA under the Implementation Support Contract; or
 - (x) The ISA has abandoned the Project Office(s) of the AB-PMJAY/ other State sponsored Health Assurance scheme(s) and is non- contactable for two weeks over phone and email; or
 - (xi) Performance against KPI is below the threshold specified in **Schedule 8, including pertaining to SPD trigger**; or
 - (xii) Intentional or unintentional act of undisputedly proven fraud committed by the ISA.
- b) Upon the occurrence of an ISA Event of Default, the State Health Agency may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a notice of its intention to terminate this Implementation Support Contract to the ISA (**Preliminary Termination Notice**).

If the ISA fails to remedy or rectify the ISA Event of Default stated in the Preliminary Termination Notice within 30 days of receipt of the Preliminary Termination Notice, the State Health Agency will be entitled to terminate this Implementation Support Contract by issuing a final termination notice (**Final Termination Notice**).

27.3 State Health Agency Event of Default

- a) The ISA can terminate this Implementation Support Contract upon the occurrence of non-payment of applicable payment within 90 days of the due date by the State Health Agency that remains uncured despite receipt of a 15-day cure notice or Preliminary Termination Notice from the ISA (a **State Health Agency Event of Default**), provided that such event is not attributable to a Force Majeure Event.
- b) Upon the occurrence of a State Health Agency Event of Default (non-release of applicable payment after 90 days of due date of payment), the ISA may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a Preliminary Termination Notice to the State Health Agency. If the State Health Agency fails to remedy or rectify the State Health Agency Event of Default stated in the Preliminary Termination Notice issued by the ISA within 15 days of receipt of the Preliminary Termination Notice, the ISA will be entitled to terminate this Implementation

Support Contract by issuing a Final Termination Notice.

- c) The SHA or its employees, or representatives engage in any corrupt or fraudulent practices which are prohibited under relevant national and state level Anti-Corruption laws.
- d) The SHA has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with ISA unless such event has occurred because of a Force Majeure Event,

27.4 Termination Date

The **Termination Date** upon termination of this Implementation Support Contract for:

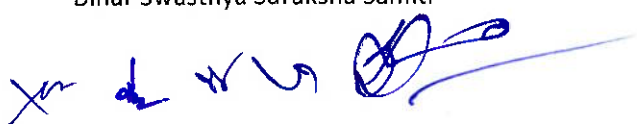
- a) an ISA Event of Default, shall be the date of issuance of the Final Termination Notice;
- b) a State Health Agency Event of Default, shall be the date falling 15 Business Days from the date of the Final Termination Notice issued by the ISA; and
- c) a Force Majeure Event shall be the date of expiration of the written notice.

27.5 Conclusion of services

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

27.6 Migration of Policies Post Termination

- a) At least 120 days prior to the expiration of this Implementation Support Contract or the Termination Date, the SHA may issue a written request to the ISA seeking a migration of the services for all the districts in the Service Area (Migration Request) to another Third-Party Administrator (New ISA).
- b) Once the SHA has issued such a Migration Request:
 - (i) The SHA shall have the right to identify the New ISA to whom the applicable responsibilities will be migrated up to 30 days prior to the expiration date or the Termination Date.
 - (ii) The SHA shall also have the right to withdraw the Migration Request at any time prior to the 30-day period immediately preceding the expiration date or the Termination Date. If the SHA chooses to withdraw the Migration Request, then the remaining provisions of this Clause 27.6 shall not apply from the date of such withdrawal and this Implementation Support Contract shall terminate forthwith upon the withdrawal of the Migration Request.
- c) Upon receiving the Migration Request, the ISA agrees to commence preparing Claims/ pre-authorization data, and any other information sought by the SHA in the format prescribed by the SHA at that point in time.
- d) Within 7 days of receiving notice of the New ISA, the ISA agrees to promptly make available all of the data prepared by it to the New ISA.
- e) The ISA agrees to not be entitled to:
 - (i) refuse to service any Claims made by the EHCPs on or before the date of expiration or the Termination Date until the migration process has been completed and the New ISA assumes all of the services under the Policies for the Service Area; or
 - (ii) charge the SHA, the New ISA or any third person with any commission, additional charges,



loading charges or otherwise for the purpose of migrating the Policies to the New ISA.

27.7 Hand-Over Obligations

Without prejudice to the provisions of Clause 27.6, on expiration of the Term or on the Termination Date, the ISA agrees to:

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

28. Force Majeure

28.1 Definition of Force Majeure Event

A **Force Majeure Event** shall mean the occurrence in the State of Bihar of any of the following events after the date of execution of this Implementation Support Contract, which was not reasonably foreseeable at the time of execution of this Implementation Support Contract, and which is beyond the reasonable control and influence of a Party (the **Affected Party**) and which causes a delay and/or inability for that Party to fulfil its obligations under this Implementation Support Contract:

- a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout or other Acts of God;
- b) war, riot, blockade, insurrection, acts of public enemies, civil disturbances, terrorism, sabotage or threats of such actions; and
- c) strikes, lock-out or other disturbances or labour disputes, not involving the employees of such Party or any intermediaries appointed by it,

but regardless of the extent to which the conditions in the first paragraph of this **Clause 28.1** are satisfied, Force Majeure Event shall not include:

- a. a mechanical breakdown; or
- b. weather conditions which should reasonably have been foreseen by the Affected Party claiming a Force Majeure Event and which were not unusually adverse; or
- c. non-availability of or increase in the cost (including as a result of currency exchange rate fluctuations) of suitably qualified and experienced labour, equipment or other resources, other than the non-availability of equipment due to an event that affected an intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or
- d. economic hardship or lack of money, credit or markets; or
- e. events of physical loss, damage or delay to any items during marine, air or inland transit to the State of Bihar unless the loss, damage or delay was directly caused by an event that affected an intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or

- f. late performance or other breach or default by the ISA (including the consequences of any breach or default) caused by the acts, omissions or defaults of any intermediary appointed by the ISA unless the event that affected the intermediary and caused the act, omission or default would have come within the definition of Force Majeure Event under **Clause 28.1** if it had affected the ISA; or
- g. a breach or default of this Implementation Support Contract (including the consequences of any breach or default) unless it is caused by an event that comes within the definition of Force Majeure Event under **Clause 28.1**; or
- h. the occurrence of a risk that has been assumed by a Party to this Contract; or
- i. any strike or industrial action that is taken by the employees of the ISA or any intermediary appointed by the ISA or which is directed at the ISA; or
- j. the negligence or wilful recklessness of the ISA, the intermediaries appointed by it, their employees or other persons under the control and supervision of the ISA.

28.2 Limitation on the Definition of Force Majeure Event

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

28.3 Claims for Relief

- a) If due to a Force Majeure Event the Affected Party is prevented in whole or in part from carrying out its obligations under this Implementation Support Contract, the Affected Party shall notify the other Party accordingly (**Force Majeure Notice**).
- b) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable and in any event within 7 days after the Affected Party knew, or ought reasonably to have known, of the occurrence of the Force Majeure Event and it has complied with the requirements of **Clause 28.3** of this Implementation Support Contract.
- c) Each Force Majeure Notice shall:
 - (i) fully describe the Force Majeure Event;
 - (ii) specify the obligations affected by the Force Majeure Event and the extent to which the Affected Party cannot perform those obligations;
 - (iii) estimate the time during which the Force Majeure Event will continue; and
 - (iv) specify the measures proposed to be adopted to mitigate or minimise the effects of the Force Majeure Event.
- d) As soon as practicable after receipt of the Force Majeure Notice, the Parties shall consult with each other in good faith and use reasonable endeavors to agree appropriate mitigation measures to be taken to mitigate the effect of the Force Majeure Event and facilitate continued performance of this Implementation Support Contract.

If Parties are unable to arrive at a mutual agreement on the occurrence of a Force Majeure Event or the mitigation measures to be taken by the Affected Party within 15 days of receipt of the Force Majeure Notice, then the other Party shall have a right to refer such dispute to grievance redressal in accordance with **Clause 26**.

- e) Subject to the Affected Party having complied with its obligations under **Clause 28.3**, the Affected Party shall be excused from the performance of the obligations that is affected by such Force Majeure Event for the duration of such Force Majeure Event and the Affected Party shall not be in breach of this Implementation Support Contract for such failure to perform for such duration; provided however that no payment obligations (including Claim Payments) shall be excused by the occurrence of a Force Majeure Event.

28.4 Mitigation of Force Majeure Event

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

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

28.5 Resumption of Performance

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

28.6 Termination upon Subsistence of Force Majeure Event

If a Force Majeure Event continues for a period of 4 weeks or more within a continuous period of 365 days, either Party may terminate this Implementation Support Contract by giving the other Party 90 days' written notice.

29. ASSIGNMENT

29.1 Assignment by ISA

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

29.2 Assignment by Beneficiaries or Empanelled Health Care Providers

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

Without limiting the foregoing, the Parties acknowledge that the public Empanelled Health Care Providers in the Service Area that are under the management of Rogi Kalyan Samitis may assign all or part of their right to receive Claims Payments from the ISA in favour of the Government of Bihar or any other department, organization or public body that is under the ownership and/or control of the Government of Bihar.

On and from the date of receipt of a written notice from the public Empanelled Health Care Providers in the Service Area or from the Government of Bihar, the ISA shall pay all or part of the Claims Payments to the person(s) so notified.

30. Confidentiality of Information and Data Protection

30.1. ISA will treat any and all such information which has come to the knowledge of the ISA that may relate but not be limited to AB-PMJAY/ other State sponsored Health Assurance scheme(s), Disclosing Party's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature (including the AB-PMJAY/ other State sponsored Health Assurance scheme) , that is supplied by Disclosing Party to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the scope of this Agreement.

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

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

The Term confidential information also mean all non-public, especially health, treatment and payment related information as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement and/or the applicable laws.

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

30.2. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

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

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

30.3. Obligation to Maintain Confidentiality:

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

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

Upon termination of this Contract, ISA will ensure that all Confidential Information including

all documents, memoranda, notes and other writings or electronic records prepared by the ISA and its employees for this engagement are either returned to the SHA.

ISA shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Contract pursuant to Clause 31.2 above. The onus to prove that the exclusion is applicable is on the ISA.

- 30.4. As prerequisite to signing of the contract, ISA shall sign Non-Disclosure Agreement (Provided in Schedule 12) and Individual Confidentiality Undertaking (provided in Schedule 13)

31. Intellectual Property Rights

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

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

32. Indemnification and Limitation of Liability:

- 32.1 ISA (the "Indemnifying Party") undertakes to indemnify, hold harmless the SHA (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 32.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 32.3 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 32 and breach of Clause 31
- 32.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

33. Entire Agreement

This Implementation Support Contract entered into between the Parties represents the entire

agreement between the Parties setting out the terms and conditions for the provision of benefits in respect of the Beneficiaries of AB-PMJAY / MM-JAY and other State sponsored Health Assurance scheme(s) that are covered by the ISA.

34. Relationship

- a. The Parties to this Implementation Support Contract are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- b. This Implementation Support Contract shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- c. The engagement of any intermediaries or service providers by the ISA shall not in any manner create a relationship between the State Health Agency and such third parties.

35. Variation or Amendment

- a) Except as expressly set forth in this Implementation Support Contract, no variation or amendment of this Implementation Support Contract shall be binding on either Party unless and to the extent that such variation is recorded in a written document executed by both Parties but where any such document exists and is so signed, neither Party shall allege that such document is not binding by virtue of an absence of consideration.
- b) Notwithstanding anything to the contrary in **Clause 35 (a)** above, the ISA agrees that the NHA and the State Health Agency shall be free to issue AB-PMJAY/ MMJAY and other State sponsored Health Assurance scheme(s) Guidelines from time to time (including pursuant to the issuance of recommendations of the Working Group constituted by the NHA/SHA) and the ISA shall comply with all such Guidelines issued during the Term, whether or not the provisions or terms of such Guidelines have the effect of varying or amending the terms of this Implementation Support Contract.

36. Severability

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

37. Notices

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

To: ISA

Attn: Mr. / Ms. _ E-Mail: _____

Phone: _____

Fax: _____

To: State Health Agency

Attn: Mr. / Ms. _____ E-Mail: _____ Phone: _____

Fax: _____

38. No waiver

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

39. Governing Law and Jurisdiction

- a) This Implementation Support Contract and the rights and obligations of the Parties under this Implementation Support Contract shall be governed by and construed in accordance with the Laws of the Republic of India.
- b) The courts in [Insert name of State Capital] shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Implementation Support Contract.

40. Publicity

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

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

SIGNED, SEALED and DELIVERED

For and on behalf of

State of _____

Represented by

In the presence of:

(1)

(2)

SIGNED, SEALED and DELIVERED

For and on behalf of

ISA _____

Represented by

In the presence of:

(1)

(2)



Schedules to Implementation Support Contract

(Volume- III)

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Schedule 1: Details of the scheme and Beneficiaries

1.1 Name and Objective of the of the Scheme

AB-PMJAY shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) & **MMJAY** shall refer to Mukhyamantri Janarogya Yojna and other State Sponsored Health Assurance Schemes in the state of Bihar. The objective of AB-PM JAY is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures of poor and vulnerable families falling under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, database of the State. These eligible beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empaneled Health Care Providers (EHCP).

1.2 Beneficiaries

All AB-PMJAY/MM-JAY Beneficiary Family Units, as defined under the deprivation criteria of poor and vulnerable families who are included in National Food Security Act (NFSA) 2013, shall be considered as eligible for benefits under the Scheme and be automatically covered under the Scheme.

In addition to the above, the Government of Bihar (GoB) has decided to increase the coverage of healthcare services to those beneficiaries who are included in National Food Security Act (NFSA) 2013 but not covered under AB-PMJAY through State Sponsored Health Assurance Schemes MM-JAY following the same terms, conditions, and provisions of AB-PMJAY scheme. However, the cost for these add-on beneficiary shall be borne by the State.

1.2.1 Unit of Coverage

Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called the Beneficiary Family Unit of AB-PMJAY/ MMJAY and other State Sponsored Health Assurance scheme(s), which will comprise all members in that family. Any addition in the family will be allowed only in case of marriage and/or birth/ adoption.

1.2.2 Beneficiaries Families:

The Scheme is intended to provide the health benefit to all the eligible beneficiaries families of AB-PMJAY, and Building and other Construction Workers (BOCW) Beneficiary Families and updated from time to time by the Bihar Government in the districts stated in the Table below. Cluster-wise profile of the targeted families and registered families is given below:

Number of Beneficiaries Families / Household					
Sl. No.	Cluster	Name of Districts	PMJAY	BOCWW	Total
1	Cluster-1	Arwal	100745	11256	112001
2		Aurangabad	326689	30997	357686
3		Banka	362143	24590	386733
4		Begusarai	560538	50204	610742
5		Bhagalpur	566567	35140	601707
6		Bhojpur	417049	38623	455672
7		Buxar	225739	26711	252450
8		Gaya	654282	58901	713183
9		Gopalganj	367817	38444	406261

10		Jamui	303629	42814	346443
11		Jehanabad	163343	21388	184731
12		Kaimur (Bhabua)	184666	23771	208437
13		Khagaria	336828	18880	355708
14		Lakhisarai	155742	16783	172525
15		Munger	200528	25216	225744
16		Nalanda	459786	46210	505996
17		Nawada	338329	33658	371987
18		Patna	881451	121938	1003389
19		Rohtas	366326	35664	401990
20		Samastipur	835242	54904	890146
21		Saran	531256	36964	568220
22		Sheikhpura	92312	9426	101738
23		Siwan	477300	24995	502295
Grand Total (Cluster-1): -			8908307	827477	9735784

Number of Beneficiaries Families / Household					
Sl. No.	Cluster	Name of Districts	PMJAY	BOCWW	Total
1	Cluster-2	Araria	591504	20509	612013
2		Darbhanga	817528	44078	861606
3		Katihar	618251	27066	645317
4		Kishanganj	345665	19163	364828
5		Madhepura	391480	30551	422031
6		Madhubani	820604	27754	848358
7		Muzaffarpur	931050	76990	1008040
8		West Champaran	705162	94185	799347
9		East Champaran	915535	70132	985667
10		Purnia	623861	27014	650875
11		Saharsa	404849	46430	451279
12		Sheohar	139459	10213	149672
13		Sitamarhi	646609	43754	690363
14		Supaul	471240	39041	510281
15		Vaishali	569407	41070	610477
Grand Total (Cluster-2): -			8992204	617950	9610154
Grand Total (Cluster-1 + Cluster-2): -			17900511	1445427	19546838

Schedule 2: Exclusions to the Policy

AB-PMJAY/MM-JAY and other State sponsored Health Assurance scheme(s) shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

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

Schedule 3: Health Benefit Package (HBP) and Quality

a. *Schedule 3 (a) HBP 2022*

(Health Benefit Package 2022 Packages) – to be included at time of signing of contract

Schedule 3 (b): Guidelines for Unspecified Surgical Packages

Unspecified Surgical Package

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

Using an unspecified surgical package

Criteria for treatments that can be availed under unspecified surgical package:

- Only for surgical treatments.
- Compulsory pre-authorization is in-built while selecting this code for blocking treatments.
- Cannot be raised under multiple package selection. Not applicable for medical management cases. (Such as: those belong to General Medicine / Interventional Radiology / Cardiology, Medical Oncology, Radiation Oncology etc.)
- Government reserved packages cannot be availed by private hospitals under this code. PPD / CPD may reject such claims on these grounds. In addition, SHA may circulate Government reserved packages to all hospitals. Further, SHAs need to establish suitable mechanisms to refer such cases to private facilities to avoid denial of care.
- Cannot be booked for removal of implants, which were inserted under the same policy. Exceptions where removal of implants is not covered under any other package, to be approved by State Health Agencies or National Health Authority.
- In the event of portability, the home state approval team may either reject if a Government reserved package of the home state is selected by a private hospital in the treating state or consider on grounds of 'emergency'.
- Aesthetic treatments of any nature cannot be availed under this code or as such under any other listed codes under ABPM-JAY/MM-JAY/Other State Health Sponsored Scheme. Only medically necessary with functional purpose / indications can be covered. The procedure should result in improving / restoring bodily function or to correct significant deformity resulting from accidental injury, trauma or to address congenital anomalies that have resulted in significant functional impairment.
- Individual drugs or diagnostics cannot be availed under this code. Only listed drugs and diagnostics with fixed price schedules, listed under the drop down of respective specialties, are included for blocking treatments.
- None of the treatments that fall under the exclusion list of AB PM-JAY can be availed viz. individual diagnostics for evaluation, out-patient care, drug rehabilitation, cosmetic / aesthetic treatments, vaccination, hormone replacement therapy for sex change or any treatment related to sex change, any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root-canal including wear and tear etc. unless arising from disease or injury and which requires hospitalization for treatment etc.

- However, for life threatening cases such as of suicide attempt or accident due to excess consumption of alcohol, treatment shall be provided by the hospital till the patient's condition stabilizes.
- In case the SHA is getting multiple requests for the same unspecified package from multiple hospitals or for multiple patients, then the same should be taken up with the Medical Committee for inclusion in the package master for that SHA within a defined time frame as per the SHA.
- The same should also be shared with NHA for consideration to include such packages in national package master.

For deciding on the approval amount, the PPD may consider the rate of closest match of the requested surgery, in listed AB PM-JAY packages. It should be noted that the amount approved by the PPD would be sacrosanct, to be communicated to the hospital, and the CPD would not be able to deduct any amount or approve partial payment for that claim.

Unspecified package guidelines up to ₹ 5 Lakhs

Unspecified surgical package will be approved by the CEO (BSSS) only in the following circumstances (Reference OM dated 01/02/2022 placed as Annexure-1).

- a. Exceptional circumstances may include:
 - i. Rare disease conditions or rare surgeries.
 - ii. Other conditions / treatments which are not excluded under AB PM-JAY but not listed in HBP.
- b. Life-saving conditions may include:
 - i. Emergencies or life-threatening conditions

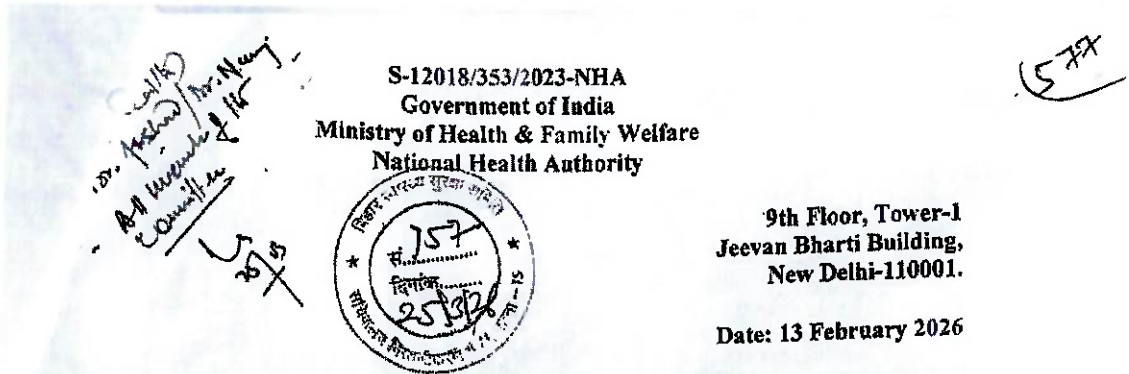
While it is difficult to define all the situations where unspecified surgical package may be used or the upper limit for booking the package, but it can be allowed as long as it is approved by medical committee of SHA comprising of experts from relevant specialties related to the requested package from public hospitals. Condition for booking such package should also be mentioned as described above.

The following process to be adhered:

- A standing Medical committee with experts from major specialties and invited experts as required will be constituted by CEO of SHA to provide inputs on requests received for unspecified surgical packages among their other deliverables.
- CEO, SHA will recommend every case for approval or rejection after taking inputs from the standing medical cell of the SHA (wherever committee is yet to be constituted, opinion of 2 medical experts of the specialty domain will suffice as recommendation in the interim period), with details of treatment and pricing that is duly negotiated with the provider. This recommendation should have insurance company concurrence, wherever applicable.
- The price should be based on the principle of case based lump sum rate that includes all investigations, procedure cost, consumables, post-op care – preferably citing rates as ceiling

- from any govt. purchasing scheme like CGHS etc., if available.
- Periodically (quarterly) intimation regarding procedures booked under US100 between Rs. 1Lakh to Rs. 5 Lakh, to be shared with NHA
 - SHA shall bear 100% expenditure corresponding to such packages which are listed in the exclusion list of procedures decided by NHA
 - SHAs may ensure to follow the revised process for approval and notification to integrate the same in TMS for streamlining the approval & notification process (**Annexure-2**). SHAs not using the NHA TMS system to consider integrating the online flow in their IT system.
 - SHA may ensure to follow the template for streamlining implementation & documentation of utilization of unspecified packages and keep a close check on their subsequent implementation aswell. Format as attached (**Annexure-3**).
 - Audit of around 5% cases booked and approved under unspecified procedure will be conducted by NAFU, NHA, if any abuse or fraud is found it will be notified to the SHA.
 - The turnaround time for the entire activity shall be 48 hours to ensure that the beneficiary is provided prompt treatment.
 - CEO – NHA will place all the approvals provided under Unspecified Surgical Package in the Governing Board meeting for information.
 - However, the guidelines related to utilization of Unspecified packages of NHA/SHA as amended from time to time shall be applicable.

ANNEXURE-1



Subject: Implementation of Delegated Authority for Approval of Unspecified Surgical Packages under AB PM-JAY – reg.

The undersigned is directed to refer to the OM dated 01.02.2022 regarding the approval of unspecified surgical packages under Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY).

2. In order to expedite the approval process and facilitate timely decision-making, it has been decided that the authority for approval of unspecified surgical packages up to ₹5 lakh shall be delegated to the Chief Executive Officer (CEO) of the respective State Health Agency (SHA).

3. All States/UTs are hereby requested to take necessary action for implementation of the above-mentioned delegation at their end.

This issues with the approval of the competent authority.

(Samuel V Pachuaau)
Joint Director

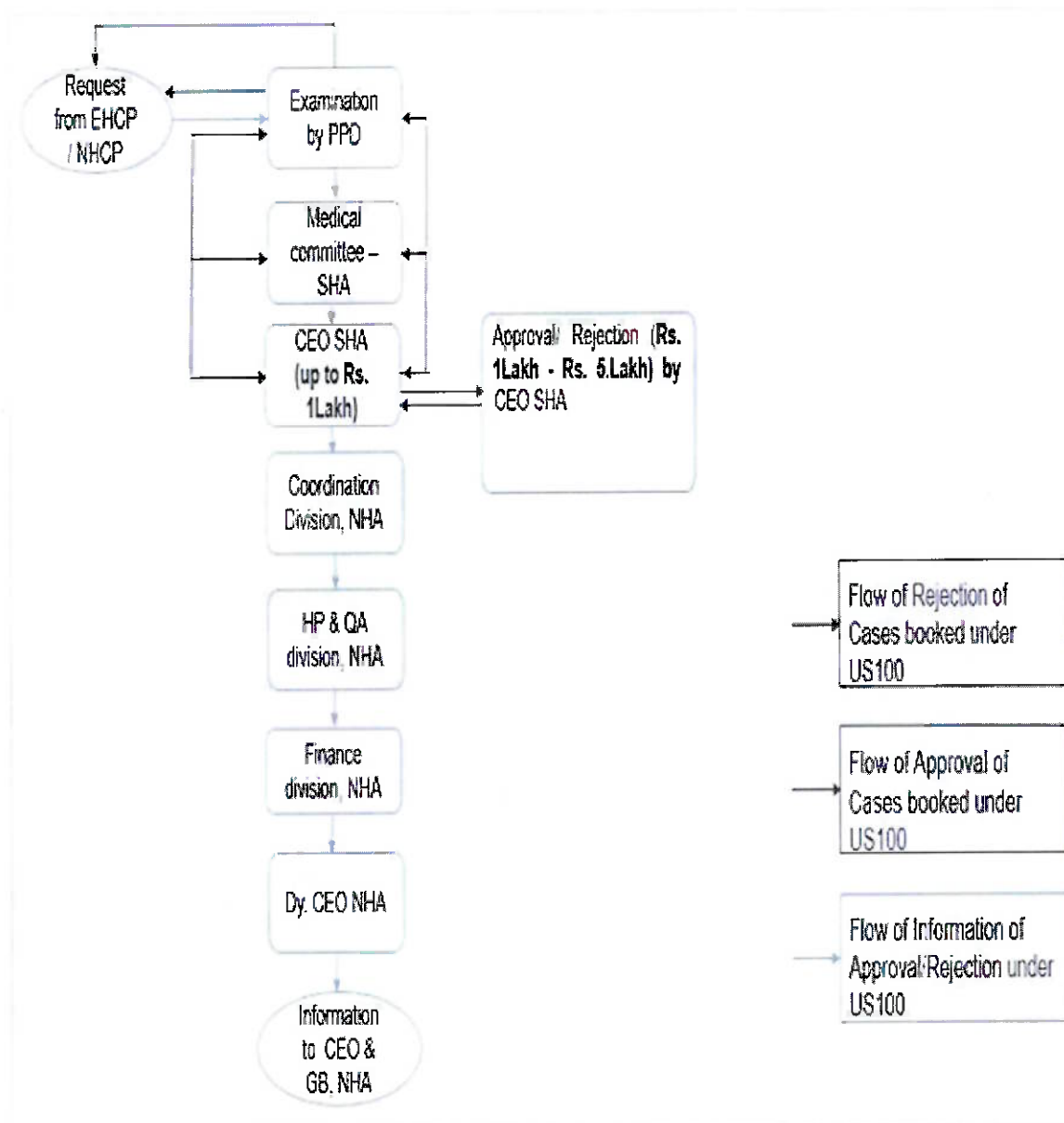
सैमुअल वनलालघेटा पञ्चुआऊ
Samuel Vanlalgheta Pachuaau, IFS
संयुक्त निदेशक/ Joint Director
राष्ट्रीय स्वास्थ्य प्राधिकरण/ National Health Authority
नई दिल्ली/ New Delhi-110001

To:
All CEOs, State Health Agencies (SHAs) of States/UTs

Copy to:

- PPS to CEO, NHA
- PS to JS (AB PM-JAY), NHA
- Director (SPE & HPQA) Division, NHA
- Director IT, NHA

ANNEXURE-2



ANNEXURE-3

national health authority		Request form for approval of Unspecified Surgical Package		Bihar Swasthya Suraksha Samiti	
Demographic details:					
*State:		Patient Name:			
*Requesting Specialty:		Age:			
		Gender:	Male /Female		
Provider Details:		Case UHID*:			
Requesting Hospital Name*:					
Hospital code:		Date of Proposal submitted by Hospital: (DD/MM/YYYY format)			
Treating Doctor:		Date of Review by State Medical committee (DD/MM/YYYY format)			
Date of Proposal submitted to NHA by SHA*:	/ /				
Time of approval*	Pre-treatment/Under treatment/ Post facto approval				
Case Details:					
Date of Admission: / /	Date of Surgery: / /	Date of Discharge: / /			
Chief complaints/ reason for admission: (attached Case sheet)					
Brief history:					
Pre diagnostic investigations performed: (attached reports)					
Indicative signs/ symptoms for diagnosis*: (attached Case sheet)					
Diagnosis*:					

 Request form for approval of Unspecified Surgical Package 	
Rationale for proposed treatment selection*:	
Nearest package code available under PMJAY*:	
If a package other than the one requested in unspecified is being booked, details thereof (Package name and package code) *	
Billing Details:	
Planned Treatment by EHCP/NHCP*	
Estimated cost of procedure and planned treatment (to be filled by EHCP/NHCP)	Avg. Length of stay (In days):
	No. of OT hrs. for proposed procedure:
	Inpatient cost (Bed, Nursing, ICU/HDU, Step down ICU):
	Pharmacy and consumables:
	Consultation and Doctors professional fee including anesthesia management:
	Others:
	Total estimated cost of procedure*:
Approved cost by SHA and State medical review committee	Amount*: Name of Nodal Person SHA-Medical team*
Process details:	
Clinical opinion details furnished by treating doctor	
Review and opinion of State medical review committee*	
CEO, State Health Agency Recommendation*	
Chief executive officer, SHA:	Office Stamp
Signature*:	
Date:	
Note: 1. All starred (*) Column should be mandatorily filled by EHCP/NHCP before submitting the application 2. EHCP/NHCP should Clearly and rationally fill all the mandatory column in the unspecified check list for scrutiny of SHA 3. EHCP/NHCP Should follow all the unspecified package utilization guidelines attached as Annexure-1	

c. Schedule 3 (d): Quality Assurance of Empanelled Health Care Providers

- a. The SHA, through ISA/ own District team shall ensure the quality of service provided to the beneficiaries in EHCP.
- b. EHCP has to monthly submit the online Self-Assessment checklist which can be accessed in HEM web portal in [www. pmjay.gov.in](http://www.pmjay.gov.in) to DEC and SHA shall focus on low performing hospitals for further improvement.
- c. EHCP will be encouraged by Insurer/Agency to attain quality milestones by attaining AB-PMJAY Quality Certification (Bronze, Silver and Gold).
- d. Bronze Quality Certification is pre-entry level certificate in AB-PMJAY Quality Certification. EHCP which do not possess any accreditation or certification from any other recognized certification body (NQAS, NABH & JCI) can apply for this certificate.
- e. Bronze Quality Certified EHCP can apply for AB-PMJAY Silver Quality Certification after completion of 6 months from the date of receiving Bronze certification. This certification is also benchmarked with NABH Entry Level / NQAS certification and EHCP with these certifications can directly apply for Silver Quality Certification without getting Bronze Quality Certification with simplified process.
- f. Silver Quality Certified EHCP can apply for AB-PMJAY Gold Quality Certification after completion of 6 months from the date of receiving Silver certification. This certification is benchmarked with NABH full/ JCI accreditation and EHCP with these certifications can directly apply for Gold Quality Certification without getting Silver or Bronze Quality Certification with simplified process



Schedule 4: Guidelines for Identification of AB-PM JAY/MM-JAY/Other State Health Sponsored Scheme Beneficiary Family Units

Brief Process Flow

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

- A. AB PM-JAY will target about 10.74 crore poor, deprived rural families and identified occupational category of urban workers' families as per the latest NFSA data, both rural and urban.
- B. States covering a much larger population than the AB PM-JAY beneficiary list will need to:
 - i. Provide a declaration that their eligibility criteria cover AB PM-JAY beneficiaries.
 - ii. Setup a process to ensure any family in AB PM-JAY list who may be missed under the State's criteria is covered when they seek care.
 - iii. Beneficiaries obtaining treatment should be tagged if they are AB PM-JAY beneficiaries. Reports to MoHFW/ NHA will need to be provided for these beneficiaries.
 - iv. Link all AB PM-JAY beneficiaries with the State's Scheme ID and Aadhaar in a defined time period.
- C. State will be responsible for carrying out Information, Education and Communication (IEC) activities amongst targeted families such that they are aware of their entitlement, benefit cover, empanelled hospitals and process to avail the services under ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s). This will include leveraging village health and nutrition days, making available beneficiary family list at Panchayat office, visit of ASHA workers to each target family and educating them about the scheme, Mass media, etc. among other activities.

States which are primarily covering AB PM-JAY beneficiaries are encouraged to create multiple service locations where beneficiaries can check if they are covered. These include:

- Contact points or kiosks set up at CSCs, PHCs, Gram Panchayat, etc
 - Empanelled Hospital
 - Self-check via mobile or web
 - Or any other contact point as deemed fit by States
- D. Beneficiary identification will include the following broad steps:
 - i. The operator searches through the AB PM-JAY list to determine if the person is covered.
 - ii. If the beneficiary's name is found in the AB PM-JAY list, Aadhaar (or an alternative government ID) and Ration Card (or an alternative family ID) is collected against the Name / Family. Other family IDs include the following options:

- State Specific Requirement

In case of unavailability of either of the above-mentioned family IDs, the state can decide to accept an Individual ID mentioning at least father/ mother/ spouse's name as a family ID. This will be accepted only in such cases where both individual's name and father/ mother/ spouse's name match as that in NFSA data.

- iii. The operator sends the linked record for approval to the SHA. The beneficiary will be advised to wait for approval from the SHA.
 - iv. The SHA will setup a Beneficiary approval team that works on fixed service level agreements on turnaround time. The AB PM-JAY details and the information from the ID is presented to the verifier. The SHA can either approve or recommend a case for rejection with reason.
 - v. All cases recommended for rejection will be scrutinised by a State team that works on fixed service level agreements on turnaround time. The state team will either accept rejection or approve with reason.
 - vi. The e-card Ayushman Card will be printed with the unique ID under AB PM-JAY and handed over to the beneficiary to serve as a proof for verification for future reference.
 - The beneficiary will also be provided with a booklet/ pamphlet with details about AB PM-JAY and process for availing services.
 - Presentation of this e-card Ayushman Card (appendix 2: draft sample design) will not be mandatory for availing services. However, the e-card Ayushman Card may serve as a tool for reinforcement of entitlement to the beneficiary and faster registration process at the hospital when needed.
- E. Addition of new family members will be allowed. This requires at least one other family member has been approved by the SHA. Proof of being part of the same family is required in the form of:
- i. Name of the new member is in the family ration card or State defined family card.
- F. National Portability has been released. PMAM'S can now search the beneficiary from any state other than their Home State and do their KYC. For this, a dropdown list is provided, which gets activated on clicking the "CHANGE STATE" button.
- i) Having selected the state, an alert dialog box will appear to check if user wants to change the state.
 - ii) Upon confirming, the state is changed, and another dialog box will appear to confirm the change of state.
 - iii)

Detailed Steps for Beneficiary Identification and Issuance of e-card

AB PM-JAY will target about 10.74 crore poor, deprived rural families and identified occupational category of urban workers' families as per the latest (NFSA-2013) data, both rural



and urban.

The main steps for the above exercise are as follows:

A. Preparatory Activities for State:

Responsibility of – State Government

Timeline – within a period of 15 days, after receiving the approval from MoHFW/NHA, the State may complete the preparatory activities to initiate the implementation and beneficiary identification process.

The State will need to:

- i. Ensure the availability of requisite hardware, software and allied infrastructure required for beneficiary identification and AB PM-JAY e-card printing. Beneficiary Identification Software/ Application/ platform will be provided free of cost by MoHFW/NHA. Specifications for these will be provided by MoHFW/NHA.
- ii. Availability of printed booklets, in abundant quantities at each Contact point, which will be given to beneficiaries along with the AB PM-JAY Ayushman Card after verification. The booklet/pamphlet shall provide the following details:
 - Details about the AB PM-JAY benefits
 - Process of taking the benefits under AB PM-JAY and policy period
 - List of the empanelled network hospitals in the district along with address and contact details (if available)
 - The names and details of the key contact person/persons in the district
 - Toll-free number of AB PM-JAY call centre (if available)
 - Details of DNO for any further contact
- iii. State/State Health Agency (SHA) shall identify and set-up team(s) which shall have the capacities to handle hardware and basic software support, troubleshooting etc.
- iv. Training of trainers for this purpose will be organised by MoHFW/NHA.

The State shall ensure availability of above, in order to carry out all the activities laid down in this guideline.

B. Informing Beneficiaries on what to bring for Identification Responsibility of – SHA

Timeline – Ongoing

The process requires that Beneficiaries bring:

- Aadhaar
- Any other valid government id(s) decided by the State if they do not have an Aadhaar
- Ration Card
 - State Specific Requirement

All IEC activities (see detailed IEC guidelines) must work towards education of the above to ensure it is easy for the beneficiaries to receive care.

C. Beneficiary identification Contact Points – Infrastructure and Locations

Any resident must be able to easily find out if they are covered under the scheme. This is especially critical in States that are launching only on the basis of AB PM-JAY list (NFSA 2013). These states are encouraged to create a large number of resident contact points where they can easily check if they are eligible and obtain Ayushman Card.

The Beneficiary identification contact point will require:

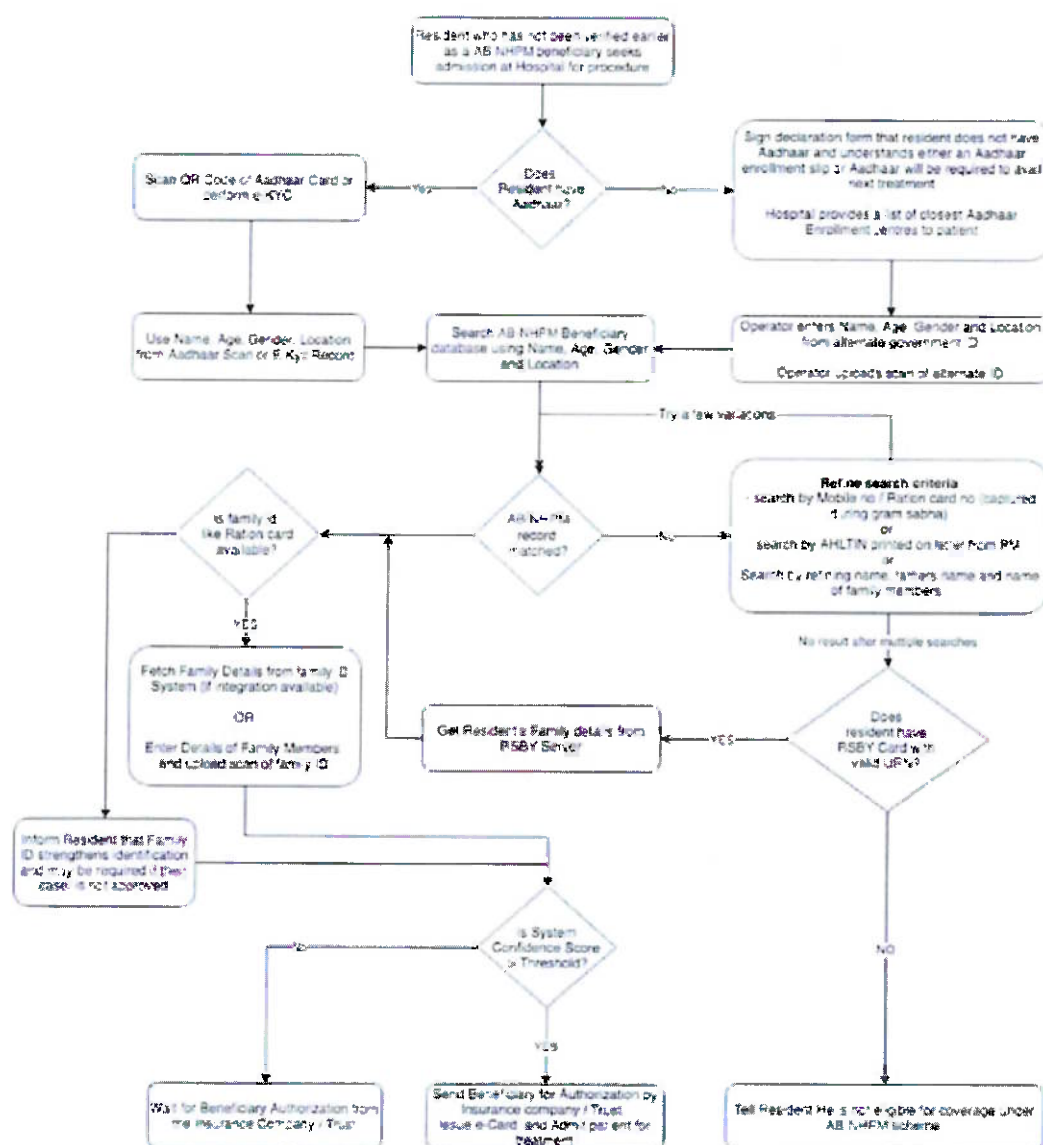
- A computer with the latest browser
- A QR code scanner
- A document scanner to scan requisite documents
- A printer to print the e-Card
- A web camera for photos
- Internet connectivity
- Aadhaar registered device for fingerprint and iris biometrics (only at Hospital Contact Points)

Only Hardware and software as prescribed by MoHFW/NHA shall only be used. Detailed specifications will be provided in a separate document. Beneficiary identification will be available as a web and mobile application. Availability as a mobile app will make it easy to be deployed at larger number of contact points. The DNO shall be responsible for choosing the locations for contact centres within each village/ward area that is easily accessible to a maximum number of beneficiary families including the following:

- CSC
- PHCs
- Gram Panchayat Office
- Empanelled Hospital
- Or any other contact point as deemed fit by States

Required hardware and software must be setup in these contact points which will be authorized to perform Beneficiary identification and issue e-cards.

SHA/ District Nodal Agency will organize training sessions for the operators so that they are trained in the Beneficiary identification, Aadhaar seeding and AB PM-JAY e-card printing process. Operators are registered entities in the system. All beneficiary verification requests are tagged to the operator that initiated the request. If the insurer (SHA) rejects multiple requests from a single operator – the system will bar the operator till further training / remedial measures can be undertaken.



Process Flow Chart for Beneficiary Identification

Identity Document for a Family Member

Aadhaar will be primary identity document for a family member that has to be produced under the AB PM-JAY/MM-JAY and other state sponsored assurance scheme. When the beneficiary comes to a contact point, the QR code on the Aadhaar card is scanned (or an e-KYC is performed) to capture all the details of the Aadhaar. A demographic authentication is performed with UIDAI to ensure the information captured is authentic. A live photograph of the member is taken to be printed on the e-card.

If the AB PM-JAY family member does not have an Aadhaar card and the contact point is a location where no treatment is provided, the operator will inform the beneficiary that he is eligible and can get treatment only once without an Aadhaar or an Aadhaar enrolment slip. They may be requested to apply for an Aadhaar as quickly as possible. A list of the closest Aadhaar enrolment centres is provided to the beneficiary.

The AB PM-JAY family member does not have an Aadhaar card and the contact point is a Hospital or place of treatment then:

- A. A signed declaration is taken from the Beneficiary that he does not possess an Aadhaar card and understands he will need to produce an Aadhaar or an Aadhaar enrolment slip prior to the next treatment.
- B. The beneficiary must produce an ID document from the list of approved IDs by the State.
- C. The operator captures the type of ID and the fields as printed on the ID including the Name, Father's Name (if available), Age, Gender and Address fields.
- D. A scan of the ID produced is uploaded into the system for verification.
- E. A photo of the beneficiary is taken.
- F. The information from this alternate ID is used instead of Aadhaar for matching against the AB PM-JAY record.

Ayushman Mitra under AB-PMJAY

Arogya Mitra (AM) will need to be identified by NHCP / EHCP for managing the help desk. This help desk will need to be set up exclusively for AB-PMJAY. Indicative role of AM is as follows:

- Receive beneficiary at the NHCP / EHCP
- Guide beneficiary regarding AB-PMJAY and process to be followed in the NHCP/ EHCP for taking the treatment
- Carry out the process of Beneficiary Identification for such persons who are beneficiaries of AB-PMJAY
- Take photograph of the beneficiary
- Carry out the Aadhaar based identification for such beneficiaries who are carrying Aadhaar
- If the person is not carrying Aadhaar carry out the identification through other defined Government issued ID
- Scan the identification documents as per the guidelines and upload through the software
- Send the result of beneficiary identification process to the respective state Agency/ISA for approval
- After getting confirmation from the beneficiary home state Agency/ Insurer/ ISA or SHA regarding identification of the beneficiary, issue PVC Ayushman Card to the beneficiary
- Refer the patient to doctor for consultation
- Check the balance of AB-PMJAY Beneficiary family in her/ his AB-PMJAY Cover amount. Upon advice of the doctor admit the patient in the NHCP/ EHCP
- Take the pre-authorization as and when required as per the guidelines
- Enter all the relevant details of package and other information as provided by the doctor and required by the AB-PMJAY software
- At the time of discharge again enter all the relevant details and discharge summary in the AB-PMJAY software

Detailed guidelines for Arogya Mitras

Annex 5: Process of Delivery of Benefits, Claim reporting and Submission Cashless Access of Services

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

The NHCP / EHCP shall be reimbursed as per the package cost specified in the National Package Master or as pre-authorised amount in case of unspecified packages.

The NHCP shall at a minimum possess the Hospital IT Infrastructure required to access the AB-PMJAY Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique AB-PMJAY Family ID on the AB-PMJAY Card and also ascertain the balance available under the AB-PMJAY Cover.

The NHA shall provide NHCP / EHCP with a transaction manual describing in detail the verification, pre-authorisation and claims procedures.

The NHA shall train Arogya Mitras that will be deputed in NHCP / EHCP that will be responsible for the administration of the AB-PMJAY on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.

The NHCP / EHCP shall establish the identity of the member of a AB-PMJAY Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card) and ensure:

That the patient is admitted for a covered procedure and package for such an intervention is

available.

AB-PMJAY Beneficiary has balance in her/ his AB-PMJAY Cover amount.

Provisional entry shall be made on the server using the AB-PMJAY ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.

Pre-authorization of Procedures

All procedures in Annex 2 that are earmarked for pre-authorisation shall be subject to mandatory pre-authorisation. No NHCP / EHCP shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorisation unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-PMJAY. Request for hospitalisation shall be forwarded by the NHCP/EHCP after obtaining due details from the treating doctor, i.e. "request for authorisation letter" (RAL). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related problem on the portal, then through email or fax as per defined process. The medical team of the beneficiary home state SHA/ Insurance company/Trust would get in touch with the treating doctor, if necessary.

The beneficiary hometown SHA/ Insurer/ ISA shall ensure that in all cases pre-authorisation request related decisions are communicated to the NHCP / EHCP within 6 hours for all normal cases and within 1 hours for emergencies. If there is no response from the beneficiary hometown SHA/ Insurer/ ISA within 6 hours of an NHCP filing the pre-authorisation request, the request of the NHCP / EHCP shall be deemed to be automatically authorised.

The beneficiary hometown SHA/ Insurer shall not be liable to honour any claims from the NHCP / EHCP for defined procedures for which the NHCP/ EHCP does not have a pre-authorisation, if prescribed.

Reimbursement of all claims for procedures in package rate list shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.

The RAL form should be duly filled with clearly mentioned Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.

The beneficiary hometown SHA/ Insurer/Agency guarantees payment only after receipt of RAL and then necessary medical details.

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 beneficiary hometown SHA/ Insurer/Agency can deny the authorisation or seek further clarification/ information.

Denial of authorisation (DAL)/ guarantee of payment is by no means denial of treatment by the NHCP / EHCP. The NHCP/ EHCP shall deal with such case as per their normal rules and regulations.

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 NHCP / EHCP must see that these rules are strictly followed.

The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalisation.

The entry on the AB-PMJAY portal for claim amount blocking as well at discharge would record the authorisation number as well as package amount agreed upon by the NHCP / EHCP and the Insurer/Agency.

In case the balance sum available is less than the specified amount for the Package, the NHCP / EHCP should follow its norms of deposit/running bills etc. However, the NHCP/ EHCP shall only charge the balance amount against the package from the AB-PMJAY beneficiary. The beneficiary home state/Insurance company/trust upon receipt of the bills and documents would release the authorized amount.

The beneficiary hometown Insurer/ISA will not be liable for payments in case the information provided in the RAL and subsequent documents during the course of authorisation is found to be incorrect or not fully disclosed.

In cases where the ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s) beneficiary is admitted in the NHCP/ EHCP during the current Policy Cover Period but is discharged after the end of the Policy Cover Period, the claim has to be paid by the Insurance company/trust from the Policy which was operating during the period in which the ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s) beneficiary was admitted. Claims Management

All NHCPs / EHCPs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed. The beneficiary hometown SHA (recommended by ISA) / Insurer shall be responsible for settling all claims **within 30 days after receiving all the required information/ documents.**

Process for Beneficiary identification, issuance of AB-PMJAY PVC Ayushman Card and transaction for service delivery

Beneficiary Verification & Authentication

Beneficiary may bring the following to the AB-PMJAY helpdesk:

- Any other defined document as prescribed by the State Government
- Ayushman Mitra/Operator will check if AB-PMJAY Ayushman Card / AB-PMJAY ID/ Aadhaar Number is available with the beneficiary
- In case Internet connectivity is available at hospital
- Operator/Ayushman Mitra identifies the beneficiary's eligibility and verification status from AB-PMJAY Central Server
- If beneficiary is eligible and verified under AB-PMJAY/MM-JAY, server will show the details of the members of the family with photo of each verified member
- If found OK then beneficiary can be registered for getting the cashless treatment.
- If patient is eligible but not verified then patient will be asked to produce Aadhaar Card/Number/Ration Card for verification (in absence of Aadhaar)
- Beneficiary mobile number will be captured.
- If Aadhaar Card/Number is available and authenticated online then patient will be verified under scheme (as prescribed by the software) and will be issued an AB-PMJAY PVC Ayushman Card for getting the cashless treatment.
- Beneficiary gender and year of birth will be captured with Aadhaar eKYC or Ration Card
- If Aadhaar Card/Number is not available, then beneficiary will be advised to get the Aadhaar Card/number within stipulated time.
- In case Internet connectivity is not available at hospital
- Ayushman Mitra at AB-PMJAY Registration Desk at Hospital will call Central Helpline and using IVRS enters AB-PMJAY ID or Aadhaar number of the patient. IVRS will speak out the details of all beneficiaries in the family and hospital will choose the beneficiary who has come for treatment. It will also inform the verification status of the beneficiary
- If eligible and verified, then beneficiary will be registered for getting treatment by sending an

- OTP on the mobile number of the beneficiary
- In case beneficiary is eligible but not verified then she/he can be verified using Aadhaar OTP authentication and can get registered for getting cashless treatment
 - In case of emergency or in case person does not show AB-PMJAY e-Card/ID or Aadhaar Card/Number and claims to be ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s) beneficiary and show some photo ID proof issued by Government, then beneficiary may get the treatment after getting TPIN (Telephonic Patient Identification Number) from the call centre and same will be recorded. Government Photo ID proof need not be insisted in case of emergency. In all such cases, relevant AB-PMJAY beneficiary proof will be supplied within specified time before discharge otherwise beneficiary will pay for the treatment to the Hospital.
 - If eligibility, verification and authentication are successful, beneficiary should be allowed for treatment
 - These details captured will be available at NHA/SHA level for their approval. Once approved, the beneficiary will be considered as successfully identified and verified under AB-PMJAY.

Package Selection

The operator will check for the specialty for which the hospital is empanelled. Hospitals will only be allowed to view and apply treatment package for the specialty for which they are empanelled. Based on diagnosis sheet provided by doctor, operator should be able to block surgical or Non-Surgical benefit package(s) using AB-PMJAY IT system. The doctors may be requested to mention the relevant package no. so that AM is able to block the right package without any confusion.

As per the package list, the mandatory diagnostics/documents will need to be uploaded along with blocking of packages.

Some packages will be reserved for blocking only in public hospitals.

The operator can block more than one package for the beneficiary. A logic will be built in for multiple package selection, such that reduced payment is made in case of multiple packages being blocked in the same hospitalization event (described in detail above).

If a registered mobile number of beneficiary family is available, an SMS alert will be sent to the beneficiary notifying him of the packages blocked for him.

At the same time, a printable registration slip needs to be generated and handed over to the patient or patient's attendant.

If for any reason treatment is not availed for any package, the operator can unblock the package before discharge from hospital.

Pre-authorisation

There would be defined packages which will require pre-authorization from the beneficiary hometown insurance company/ trust. In case any inpatient treatment is not available in the packages defined, then hospital will be able to raise a pre-authorization request to provide that treatment up to Rs. 100,000 to the beneficiary only after the same gets approved by the Insurance company/ trust and will be reflected as unspecified package (Refer AB PMJAY website

for detailed guidelines). Under both scenarios, the operator should be able to initiate a request to the beneficiary hometown insurance company/ISA for pre-authorization using the web application.

The hospital operator will send all documents required for pre-authorization to the beneficiary home state/ insurance company/trust using the Centralized AB PMJAY/ States transaction management application.

The documents exchanged will not be stored on the AB PMJAY server permanently. Only the information about pre-authorization request and response received will be stored on the central server.

The documents needed may vary from package to package and hence a master list of all documents required for all packages will be available on the server.

The request as well as approval of the form will be done using the AB PMJAY IT system or using API exposed by AB PMJAY (Only one option can be adopted by the hospitals or using State's own IT system (if adopted by the State)).

In case of no or limited connectivity, the filled form can also be sent to the beneficiary home state/ insurance company/ trust either through fax/ email. However, once internet connectivity is established, the form should also be submitted using online system as described above.

The beneficiary hometown insurance company/ SHA/ ISA will have to approve or reject the request latest by 6 hours. If the insurance company/ SHA/ ISA fails to do so, the request will be considered deemed to be approved after 6 hours by default.

In case of an emergency or delay in getting the response for pre-authorization request due to technical issues, provision will be there to get the pre-authorization code over the phone from Insurance Company/ SHA/ ISA or the call centre set up by Insurance Company/ ISA. The documents required for the processing, may be sent using the transaction system within stipulated time.

In case of emergency, the beneficiary hometown insurance company/ SHA/ ISA will provide the pre-authorization code.

Pre-authorization code provided by the beneficiary hometown Insurer/ SHA/ ISA will be entered by the operator and will be verified by the system.

If pre-authorization request is rejected, the beneficiary hometown Insurance Company/ SHA/ ISA will provide the reasons for rejection. Rejection details will be captured and stored in the transaction database.

If the beneficiary or the hospital are not satisfied by the rejection reason, they can appeal through grievance system.

Balance Check, Treatment, Discharge and Claim Request

Based on selection of package(s), the operator will check from the Central AB PMJAY Server if sufficient balance is available with the beneficiary to avail services.

If balance amount under available covers is not enough for treatment, then remaining amount (treatment cost - available balance), will be paid by beneficiary (OOP expense will also be captured and stored)

The hospital will only know if there is sufficient balance to provide the selected treatment in a yes or no response. The exact amount will not be visible to the hospital.

SMS will be sent to the beneficiary registered mobile about the transaction and available balance

List of diagnostic reports recommended for the blocked package will be made available and

upload of all such reports will be mandatory before discharge of beneficiary.

Transaction System would have provision of implementation of Standard Treatment Guidelines for providing the treatment

After the treatment, details will be saved, and beneficiary will be discharged with a summary sheet.

Treatment cost will be deducted from available amount and will be updated on the Central AB PMJAY Server.

The operator/PMAM fills the online discharge summary form and the patient will be discharged verified by the treating Doctor. In case of mortality, a flag will be raised against the deceased member declaring him as dead or inactive.

At the same time, a printable receipt needs to be generated and handed over to the patient or patient's attendant.

After discharge, beneficiary gets a confirmation and feedback call from the AB PMJAY call centre; response from beneficiary will be stored in the database

Data (Transaction details) should be updated to Central Server and accessible to the beneficiary hometown Insurance Company/ SHA/ ISA for Claim settlement. Claim will be presumed to be raised once the discharge information is available on the Central server and is accessible to the SHA/ ISA/ Insurance Company

SMS will be sent to beneficiary registered mobile about the transaction and available balance After every discharge, claims would be deemed to be raised to the beneficiary hometown insurance company/ SHA/ ISA. An automated email alert will be sent to the insurance company/ISA specifying patient name, AB PMJAY ID, registration number & date and discharge date. Details like Registration ID, AB PMJAY ID, date and amount of claim raised will be accessible to the insurance company/trust on AB PMJAY System/ State IT system. Also details like Registration-ID, AB PMJAY-ID, Date and amount of claim raised, date and amount of claim disbursement, reasons for different in claims raised and claims settled (if any), reasons for rejection of claims (if any) will be retrieved from the insurance company/trust through APIs. Once the claim is processed and the hospital gets the payment, the above-mentioned information along with payment transaction ID will be updated on central AB PMJAY system by the NHA.

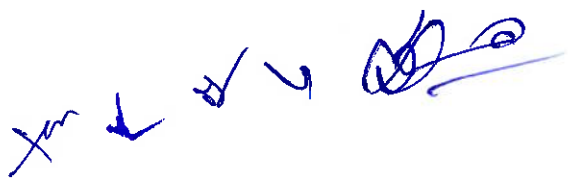
Hospital Transaction Management Module would be able to generate a basic MIS report of beneficiary admitted, treated and claim settled and in process and any other report needed by Hospitals on a regular basis

Upon discharge, beneficiary will receive a feedback call from the Call centre where he can share his feedback about his/her hospitalization experience.

Schedule 5: List of Empanelled Health Care Providers under the Scheme

1. Public/Government Hospitals – 433
2. Private Hospitals – 868

Note:- The above-mentioned list of hospitals is as on date, the number of empaneled hospitals varies from time to time.



Schedule 6: Payment Guidelines

1. A flat per family fee, irrespective of the number of members under Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana AB-PMJAY/MMJAY and other State Sponsored Health Assurance scheme(s), will be determined through open tendering process.
2. The fee will be based on the targeted beneficiary families as per the eligibility criteria of Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana AB-PMJAY/MMJAY and other State Sponsored Health Assurance scheme(s).
3. The financial bid submitted by the Agency shall remain firm for the entire duration of the project.
4. ISA will be paid a fee as per fees quoted by the ISA for servicing the Beneficiary Family Units of AB-PMJAY/MM-JAY and other State Sponsored Health Assurance scheme(s). The Fee shall be payable by SHA at pre-agreed rate of per Beneficiary Family Unit per year (f) for total number of Beneficiary Family Units in the State (n). The Total Fee payable (T) shall be calculated as: $T = n \times f$. Total fee payable to ISA shall be paid in four installments as per below schedule:

Installment	Payment Schedule	% Amount of Total Fee (T)
1	End of Quarter-1	25%
2	End of Quarter-2	25%
3	End of Quarter-3	25%
4	End of Quarter-4	25%

Note: - 'Quarter' mentioned above doesn't refer to FY quarters but refers to 3 months' duration.

5. The payment will be made on quarterly (3 months) basis to the agency by the BSSS, against the invoices (as prescribed under GST Act) raised against the services delivered during the quarter, in-line with the contract rates. If applicable, GST on amount payable by the Authority will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.
6. All instalments shall be payable by SHA after receiving a request/ invoice from ISA along with the supporting documents i.e., all types of audit report as per requirement mentioned in Schedule-8 and in the formats shared by SHA. Such request/ invoice should be sent to SHA by ISA at least 15 days before the due date of payment of instalments.
7. The payments will be made through RTGS/ NEFT by 10th day of the next month (i.e. 25 days from date of receipt of invoice with supporting document) after necessary verification & deducting penalties (if any). GST (if applicable) will be paid by Bihar Swasthya Suraksha Samiti (BSSS) as per the prevailing rates/rules.
8. All payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

9. Invoices submitted without requisite audit reports/documents shall not be processed.
10. Penalty amount for KPIs shall be calculated quarterly and shall be deducted from the Invoice amount as per KPIs defined in Schedule-8. The maximum penalty will be limited to 10% of the invoice value excluding the penalty due to preauth processing/ claim processing doctor exceeds the maximum limit number of claim processing per day.
11. The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, or any other functionary associated with AB-PMJAY/MM-JAY and other State Sponsored Health Assurance scheme(s) in the state for scheme(s) related activities.
12. The violation of Clause 11 shall be considered as a fraudulent act, an event of default and a criminal breach of trust and shall invoke action from SHA under the provisions of the Anti-Fraud Guidelines issued by the SHA and the provisions of this Contract.
13. Taxes
The ISA shall protect, indemnify and hold harmless the State Health Agency, from any and all claims or liability to:
 - a) pay any statutory levies or taxes assessed or levied by any competent tax authority on the ISA or on the State Health Agency for or on account of any act or omission on the part of ISA; or
 - b) on account of the ISA's failure to file tax returns as required by applicable Laws or comply with reporting or filing requirements under applicable Laws relating to Goods and Service Tax Laws; or
 - c) arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the ISA to any competent tax authority in respect of the service tax.
14. Fee All Inclusive
Except as expressly permitted, the ISA shall have no right to claim any additional amount from the State Health Agency in respect of
 - a) the performance of any of its obligations under this Implementation Support Contract; or
 - b) any costs or expenses that it incurs in respect thereof.

Schedule 7: Portability

Guidelines for Portability

An Empanelled Health Care Provider (EHCP) under AB-PMJAY/MM-JAY in any state should provide services as per AB-PMJAY guidelines to beneficiaries from any other state also participating in AB-PMJAY. This means that a beneficiary will be able to get treatment outside the EHCP network of his/her Home State.

Any empanelled hospital under AB-PMJAY will not be allowed to deny services to any AB-PMJAY beneficiary.

Enabling Portability

To enable portability under the scheme, the stakeholders need to be prepared with the following:

- A. **States:** Each of the States participating in AB-PMJAY will sign MoU with Central Government which will allow all any the hospital empanelled hospitals by that state under AB-PMJAY to provide services to eligible beneficiaries of other States from across the country. Moreover, the state shall also be assured that its AB-PMJAY beneficiaries will be able to access services at all AB-PMJAY empanelled hospitals seamlessly in other states across India.
- B. **Empanelled hospitals:** The Empanelled Hospital shall have to sign a tripartite contract with the ISA and State Health Agency which explicitly agrees to provide AB-PMJAY services to AB-PMJAY beneficiaries from both inside and outside the state and the Trust agrees to pay to the EHCP through the inter-agency claim settlement process, the claims raised for AB-PMJAY beneficiaries that access care outside the state in AB-PMJAY empanelled healthcare provider network.
- C. **Trusts:** The SHA signs a contract with all other IC's and Trusts in the States under AB-PMJAY to settle down the interoperability related claims within 30 days settlement so that the final payment is made for a beneficiary by the Insurance Company or Trust of his/her home state.
- D. **IT systems:** The IT System will provide a central clearinghouse module where all inter-insurance, inter trust and trust-insurance claims shall be settled on a monthly/bi-monthly basis. The IT System will also maintain a Balance Check Module that will have data pushed on it in real time from all participating entities. The central database shall also be able to raise alerts/ triggers based on suspicious activity with respect to the beneficiary medical claim history based on which the treatment state shall take necessary action without delay.
- E. **Grievance Redressal:** The Grievance Redressal Mechanism will operate as in normal cases except for disputes between Beneficiary of Home State and EHCP or SHA/IC of Treatment State and between Insurance Companies/Trusts of the Home State and Treatment State. In case of dispute between Beneficiary and EHCP or IC, the matter shall be placed before the SHA of the treatment state. In cases of disputes between IC/Trust of the two states, the matter should be taken up by bilateral discussions between the SHAs and in case of non-resolution, brought to the NHA for mediation. The IC/Trusts of Home State should be able to raise real time flags for suspect activities with the Beneficiary State and the Beneficiary State

shall be obligated to conduct a basic set of checks as requested by the Home State IC/Trust. These clauses have to be built in into the agreement between the ICs and the Trusts. The NHA shall hold monthly mediation meetings for sorting out intra-agency issues as well as sharing portability related data analytics.

- F. **Fraud Detection:** Portability related cases will be scrutinized separately by the NHA for suspicious transactions, fraud and misuse. Data for the same shall be shared with the respective agencies for necessary action. The SHAs, on their part, must have a dedicated team for conducting real time checks and audits on such flagged cases with due diligence. The IC working in the State where benefits are delivered shall also be responsible for fraud prevention and investigation.

Implementation Arrangements of Portability

- A. **Packages and Package Rates:** The Package list for portability will be the list of mandatory AB-PMJAY packages released by the NHA and package rates as applicable and modified by the Treatment State will be applicable. The Clause for honouring these rates by all ICs and Trusts shall have to be built into the agreement.
- Clauses for preauthorization requirements and transaction management system shall be as per the treatment state guidelines.
 - The beneficiary balance, reservation of procedures for public hospitals as well as segmentation (into secondary/tertiary care or low cost/high cost procedures) shall be as per the home state guidelines.
 - Therefore, for a patient from Rajasthan, taking treatment in Tamil Nadu for CTVS in an EHCP– balance check and reservation of procedure check will be as per Rajasthan rules, but TMS and preauthorization requirements shall be as per TN rules. The hospital claim shall be made as per TN rates for CTVS by the TN SHA (through IC or trust), processed by ISA/SHA/IC of Rajasthan, and the same rate shall be settled at the end of every month by the Rajasthan SHA (through IC or trust).
- B. **Empanelment of Hospitals:** The SHA of every state in alliance with AB-PMJAY shall be responsible for empanelling hospitals in their territories. This responsibility shall include physical verification of facilities, specialty related empanelment, medical audits, post procedure audits etc.
- For empanelment of medical facilities that are in a non-AB-PMJAY state, any AB- PMJAY state can separately empanel such facilities. Such EHCP shall become a member of provider network for all AB-PMJAY implementing States. NHA can also empanel a CGHS empanelled provider for AB-PMJAY in non-AB-PMJAY state.
 - Each SHA which empanels such a hospital shall be separately and individually responsible for ensuring adherence of all scheme requirements at such a hospital.
- C. **Beneficiary Identification:** In case of beneficiaries that have been verified by the home state, the treatment state EHCP shall only conduct an identity verification and admit the patient as per the case.

- In case of beneficiaries that have not been so verified, the treatment EHCP shall conduct the Beneficiary Identification Search Process and the documentation for family verification (ration card/family card of home state) to the Home State Agency for validation.
 - The Home State Agency shall validate and send back a response in priority. In case the home agency does not send a final response (IC/Trust check), deemed verification of the beneficiary shall be undertaken and the record shall be included in the registry. The home state software will create a balance for such a family entry.
 - The empanelled hospital will determine beneficiary eligibility and send the linked beneficiary records for approval to the Insurance company/trust of Treatment State which in turn will send the records to the Insurance company/trust in the home State of beneficiary. The beneficiary approval team of the Insurance company/trust in the home State of beneficiary will accept/reject the case and convey the same to the Insurance company/trust in the State of hospital which will then inform the same to the hospital. In case the beneficiary has an PVC Ayushman Card (that is, he/she has already undergone identification earlier), after a KYC check, the beneficiary shall be accepted by the EHCP.
 - If the NHA and the SHA agree to provide interoperability benefits to the entire Home State Beneficiary List, the identification module shall also include the Home State Beneficiary Database for validation and identification of eligible beneficiaries.
- D. **Balance Check:** After identification and validation of the beneficiary, the balance check for the beneficiary will be done from the home state. The balance in the home state shall be blocked through the necessary API and updated once the claim is processed. The NHA may provide a centralised balance check facility.
- E. **Claim Settlement:** A claim raised by the empanelled hospital will be received by the home state for approval. All applicable processes/ timelines of home state will apply. If approved, home state will release the applicable claim to the EHCP.
- F. **Fraud Management:** In case the Trust/Insurer/Agency of the home State of beneficiary has identified fraudulent practices by the empanelled hospital, the Trust/Insurer/Agency should inform the SHA of the Treatment State of EHCP along with the supporting documents/information. The SHA of the Treatment State shall undertake the necessary action on such issues and resolution of such issues shall be mediated by the NHA during the monthly meetings.
- G. **Expansion of Beneficiary Set:** In case, there is an alliance between AB-PMJAY and any State Scheme or AB-PMJAY has been expanded in the Home State, the above process for portability may be followed for all beneficiaries of the Home State.
- H. **IT Platform:** The states using their own platform shall have to provide interoperability with the central transaction and beneficiary identification system to operationalize guidelines for portability for AB-PMJAY.
- I. **Modifications:** The above guidelines/HBP may be modified from time to time by the National Health Agency /SHA and shall be applicable.

Schedule 8: Key Performance Indicators

S. No.	Summary of Key Performance Indicators
A.	Initial Setting up - KPIs
B.	Performance - KPIs
C.	Audit Related - KPIs
D.	Productivity - KPIs
E.	Payment - KPIs



A. Initial Setting up KPIs

SN	KPIs	Timeline	Measure and Explanation	Penalty
1.	Setting up of a State Project Office (SPO), and Appointment of State Project Manager and other State level Human Resource (As per Schedule-11) for co-ordination and Scheme implementation.	Within 30 days after signing of Contract	Within 30 days of signing of the contract, ISA shall establish SPO and District Office with required staff and submit the undertaking of the same to CEO-SHA - Establishment of the State Project Office - Appointment of State Project Head - Appointment of other required staff	Rs. 25,000 per week of delay beyond and part thereof in setting-up State Project Office (SPO) and state level Human Resource thereof as per the schedule 11.
2.	Setting up of District Office and Appointment of District level Human Resource (As per Schedule-11) for co-ordination and Scheme implementation.	Up to 30 days after signing of Contract	Latest by 30th Day of signing of the contract, ISA shall appoint the District ISA Executive in each district for co-ordination. District level Office of BSSS shall acknowledge the appointment of District ISA Executive and District Office of ISA.	Rs. 5,000 per week, per district beyond and part thereof
*Setting up of State Project Office (SPO) and District Office includes establishment of the offices and also putting in place all the required staff, as per Schedule-11				

for ✓

Signature

B. Key Performance Indicators (KPIs)

S.No.	KPIs	Timeline	Baseline KPI Measure	Penalty
1.	Pre-authorisation	Action within 6 * hours: of raising preauthorization request (all auto approvals beyond 6 hours will be considered non-compliance).	95% Compliance	• Compliance below 95% and up to 90%, penalty of 5% of the monthly total delayed preauthorization amount • Compliance below 90% up to 85% then penalty of 10% of the monthly total delayed preauthorization amount • Compliance below 85% then penalty of 20% of the monthly total delayed preauthorization amount with one instance of triggering of SPD** (for calculation, monthly delayed preauthorization amount shall be the amount for delayed pre-authorizations for the admissions in that month. Penalty shall be calculated on this amount and shall be recovered from the ISA every month, please see Clause 23.5) <i>Example: if the ISA handled 100 preauthorization in the month and failed to meet TAT for 16 cases, 20% preauthorization amount of only these 16 cases will be charged as penalty.</i> <i>Even if the preauthorization is rejected, not meeting the TAT will invite the penalty.</i>
			100% compliance	In case of wrongful pre-authorization approval, penalty of three times over & above the preauthorization amount
2.	Scrutiny, Claim processing and payment of the claims	Action within 08 days of claim submission for claims within state and 15 days & for claims from outside state (Portability cases).	100% Compliance	If the ISA fails to process within Turn Around Time (TAT)***, then the ISA shall be liable for a penal interest to the EHCP at the rate of 0.1% for each claim amount for every day of delay or the part thereof on every delayed claim.

		(This is applicable if the ISA fails to process within a Turn-around Time of 08 days / 15 days for a reason other than delay on the part of EHCP, if any)		• If the compliance in the month falls below 85% of number claims, it will be treated as one instance of SPD trigger Example: if the ISA processed 100 claims in the month and failed to meet TAT for 16 claims, it will be liable for penalty of 0.1% for each claim per day of these 16 claims to EHCPs. It will also be treated as one instance of triggering of SPD. - In case any claim is adjudicated wrongly then penalty of three times over and above the claim amount.
3.	Delays in Compliance to orders of the Grievance Redressal Committee (GRC)	Beyond 30 days of the date of the order of the GRC	100% Compliance	Rs. 25,000 per week or part thereof
4.	Submission of Monthly Audit Reports	10 th day of every Month	100% Compliance	Rs. 3,000 per day of delay beyond 10 th day of the month
• *6 hours: As per threshold set in TMS • ** Service Provider Default (SPD) is special termination clause in the agreement and triggering of which is a failure to meet baseline KPIs and will be considered as Default by ISA. Default herein shall occur if SPD trigger Occurs 8 (eight) times during any one year of the agreement. In this event, agreement with ISA is liable for termination and IRDAI shall be informed to take stringent actions against ISA under relevant rules. However, SPD triggers shall only be applicable from 3rd month of signing of the contract. • Penalty amount for Performance KPIs shall be calculated each month and shall be deducted from the Invoice amount (Clause 23.5) of ISA. • At any point during term of contract, if penalty amount is 25% of the total contract value, contract shall be liable to be terminated.				

- *** in case of claims processing, TAT will be determined as days during which claim is with ISA (Excluding the days claim is pending at EHCPs end)

Example: 1

The day EHCP raises claim will be treated as Day 1

If ISA raises query on Day 4,

and EHCP complies with query on Day 10,

ISA takes action (accepting or rejection of claim) on Day 12

Payment on Day 15

in this case $(4-1=3)$ days + $(15-10=5)$ days, hence TAT determined is $3+5=8$ days

Example 2:

The day EHCP raises claim will be treated as

Day 1 If ISA raises query on Day 4,

and EHCP complies with query on

Day 10, ISA raises another query on

Day 11

EHCP complies with second query on

Day 14 EHCP approves the claim

on Day 16 Payment on Day 17

in this case $(4-1=3)$ days + $(11-10=1)$ days + $(17-14=3)$ days, hence TAT determined is $3+1+3=7$ days

C. Audit Related KPIs

Bihar Swasthya Suraksha Samiti

S.No.	KPIs	Sample	Baseline KPI Measure	Penalty
1.	Preauthorization Audits	5% of total preauthorization's across specialties per month	100% compliance	Rs. 50,000 per missing monthly audit report per month (inclusive of all applicable 5% pre-authorization cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
2.	Claims Audit (Approved Claims)	5% of total claims of the month	100% compliance	Rs. 50,000 per missing audit report per month (inclusive of all applicable 5% claims' cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
3.	Desk Medical Audit	5% of total hospitalization cases per month	100% compliance	Rs. 50,000 per missing audit report per month (inclusive of all applicable 5% hospitalization cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
4.	Desk Mortality Audit	100%	100% compliance	Rs. 50,000 per missing audit report per month (inclusive of all applicable 100% death cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report of any death case in reporting month, then it will be considered as one instances of SPD triggers

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5	Beneficiary Audit (Live Audit- During Hospitalization)	5% of hospitalized beneficiaries in that month	100% compliance	Rs. 50,000 per missing beneficiary audit report per month (inclusive of all applicable 5% hospitalization cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
6.	Beneficiary Audit- On Phone	5% of hospitalized beneficiaries in that month	100% compliance	Rs. 50,000 per missing beneficiary audit report per month (inclusive of all applicable 5% hospitalization cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
7.	Beneficiary Audit-Home Visit	1% of hospitalized beneficiaries in that month	100% compliance	Rs. 50,000 per missing beneficiary audit report per month (inclusive of all applicable 5% hospitalization cases) In case of any shortage in count of cases covered in audit report, penalty will be calculated on pro-rata basis. If ISA fails to submit audit report (or shortage of over 50% cases) in reporting month, then it will be considered as one instances of SPD triggers
- While conducting the audit, ISA shall ensure not more than 20% of sample size of overlapping of beneficiaries across audits except SN. 4. - Sample size shall be equally distributed across all the districts in the state and also ensuring coverage of all suspect entities - For the purpose of computing above audit percentages, cases from public hospitals shall be excluded. SHA may give directions regarding inclusion of cases from public hospitals for the audits. - If submitted audit report does not mention required sample size or details, it will be treated as non-submission of audit report - Audit reports shall contain details as required in Anti-Fraud Guidelines published by NHA - ISA shall ensure audits to be conducted as prescribed by Anti-Fraud Guidelines; however, penalty is only applicable on above audit reports				

D. Productivity* KPIs for Key Staff by ISA

Productivity* KPIs for Key Staff by ISA				
S.No.	Designation	Benchmark	Baseline KPI Measure	Penalty
1	PPD (Pre-Auth Processing Doctor)	Maximum 100 pre-auth request per Medical Officer (Doctor) per day	100% compliance If any Preauthorization Processing Doctor (PPD) exceeds the maximum number of claim processing per day	Location- SPO/Central Office of ISA • Approve/assign/reject pre-authorization request • Raise query/send for clarification to hospital • Trigger investigation
2	CEX (Claim Executive)	Maximum 100 claims per processing person per day	100% compliance	Location- SPO/ Central Office of ISA • Verification on no-technical documents, reports, dates verification • Forward case to CPD for processing with inputs





3	CPD (Claim Processing Doctor)	Maximum 90 claims per Medical Officer (Doctor) per day	100% compliance If any Preauthorization Claim Processing Doctor (CPD) exceeds the maximum number of claim processing per day	Rs. 1000 (Rupees One Thousand) per login per day.	Location- SPO/ Central Office of ISA • Verification of technical information e.g. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/reject a claim • Raise query/as for clarification • Trigger investigation
•					• * ISA shall make the staff available as detailed in Schedule-11, however productivity KPIs will be applicable on above staff on given parameters. • ISA shall ensure that preauthorization and claim approval and rejection shall be approved by an MBBS doctor.

E. Payment KPIs

S.No.	Availability KPIs	Timeline	Penalty
1.	Fees Payment by SHA	Fees payment as per schedule	Interest @1% on due payment for every 30 days' delay or part thereof shall be paid by the SHA to the ISA#
#: State government will bear cost of the penalty caused due to delay in fee payment and not to be booked under NHA's share			

for d w l s De

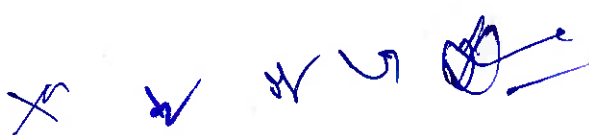
Schedule 9: Indicative Fraud Triggers

Claim History Triggers

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

Admissions Specific Triggers

15. Members of the same Beneficiary Family Unit of ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s) getting admitted and discharged together.
16. High number of admissions.
17. Repeated admissions.
18. Repeated admissions of members of the Beneficiary Family Unit of ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s).
19. High number of admissions in odd hours.
20. High number of admissions in weekends/ holidays.
21. Admission beyond capacity of hospital.
22. Average admission is beyond bed capacity of the EHCP in a month.
23. Excessive ICU admission.



24. High number of admissions at the end of the Policy Cover Period.
25. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.
26. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

Diagnosis Specific Triggers

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

Billing and Tariff based Triggers

40. Claims without supporting pre/ post hospitalisation papers/ bills.
41. Multiple specialty consultations in a single bill.
42. Claims where the cost of treatment is much higher than expected for underlying etiology.
43. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
44. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.
45. Claims submitted that cause suspicion due to format or content that looks "too perfect" in order. Pharmacy bills in chronological/running serial number or claim documents with



- colour photocopies. Perfect claim file with all criteria fulfilled with no deficiencies.
46. Claims with visible tempering of documents, overwriting in diagnosis/ treatment papers, discharge summary, bills etc. Same handwriting and flow in all documents from first prescription to admission to discharge. X-ray plates without date and side printed. Bills generated on a "Word" document or documents without proper signature, name and stamp.

General

47. Qualification of practitioner doesn't match treatment.
48. Specialty not available in hospital.
49. Delayed information of claim details to the Agency/Insurer.
50. Conversion of OP to IP cases (compare with historical data).
51. Non-payment of transportation allowance.
52. Not dispensing post-hospitalization medication to Beneficiaries of ABPM-JAY/MMJAY and other State sponsored Health Assurance scheme(s).

Schedule 10: Indicators to Measure Effectiveness of Anti-Fraud Measures

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

Schedule 11: Minimum Manpower Requirements

The selected ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the prescribed qualifications and experience:
(Instruction to the state: State shall update this schedule as required)

S.No.	Designation	Number	Location	Minimum Qualification and experience	Brief Roles and Responsibilities
1	State Project Manager	1	SPO/ Central Office of ISA	- Post-graduation in health/ Hospital management, Insurance & Risk Management, AND - Minimum Five years' experience of handling similar projects/ assignments	- Overall coordinator of ISA operations in the State - Single contact point for SHA for any coordination purpose
2	State Medical Manager	1	SPO/ Central Office of ISA	MBBS with minimum 5 years experience in handling similar projects	Overall supervision and guidance to be provided to CPDs and PPDs
3	Pre-Auth Processing Doctor (PPD)	Minimum 30 Pre-auth Doctors (Maximum 100 Pre-authorization request per doctor per day)	SPO/ Central Office of ISA	MBBS	- Approve/assign/reject pre-auth request - Raise query/send for clarification to hosp. - Trigger investigation
4	Claim Executive (CEX)	Minimum 30 Claim Executive (Maximum 100 Claims process per person per day)	SPO/ Central Office of ISA	Graduate with 2 years' experience, and proficiency in basic computer skills	- Verification on non-technical documents, reports, dates verification - Forward case to CPD for processing with inputs

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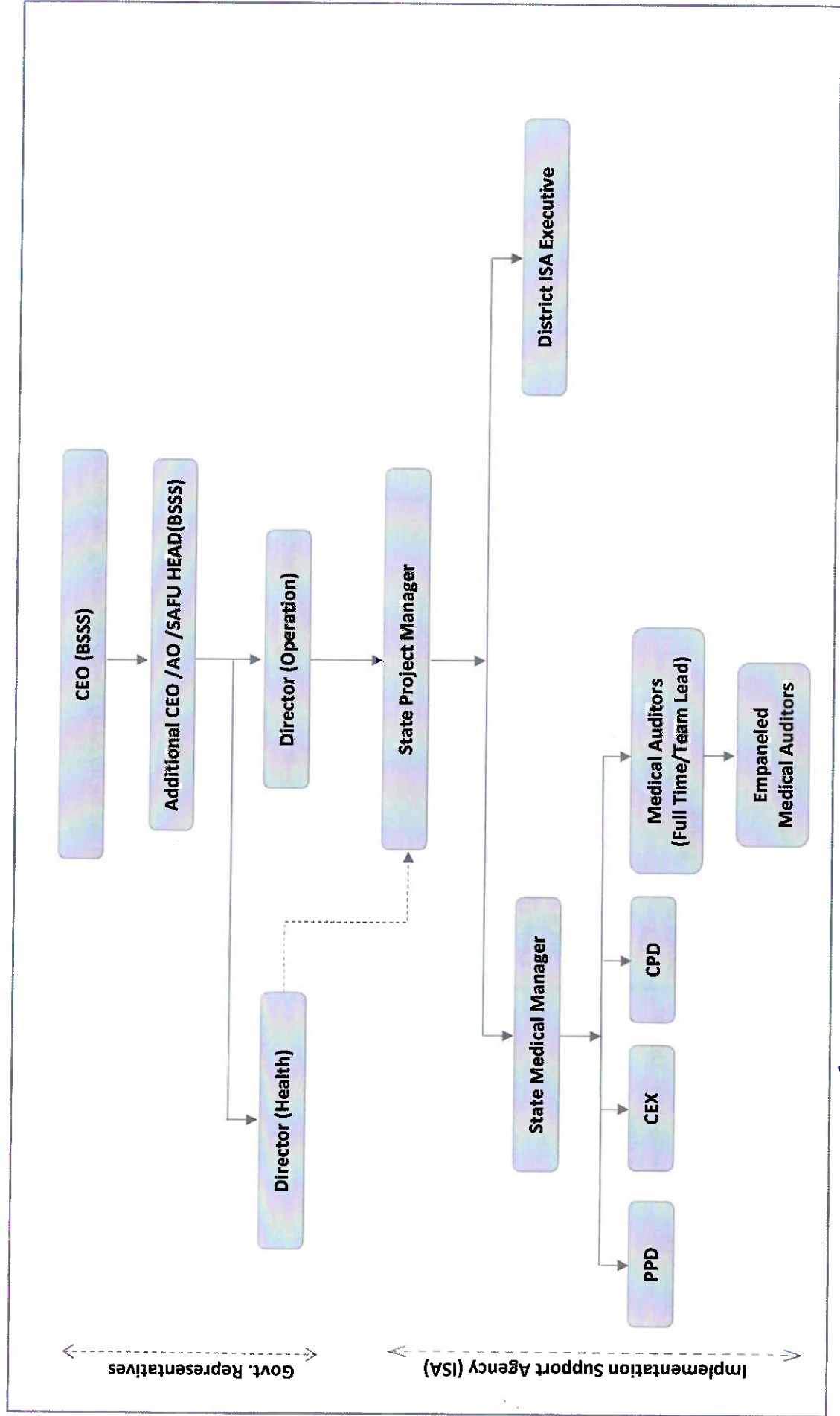
5	Claim Processing Doctor (CPD)	Minimum 30 Claim Processing Doctors (Maximum 90 Claims per Doctor per day)	SPO/ Central Office of ISA	• MBBS	• Verification of technical information e.g. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/reject a claim • Raise query/as for clarification • Trigger investigation
6	Full-time Medical Auditor/ Auditor's team lead	At least 1 auditor	SPO/ Central Office of ISA	• Post-graduate (MD/ MS) in relevant clinical discipline or MBBS with PGCHI	• Coordinate and conduct required periodical audit • Finalize and submit audit report for the districts to the state headquarter for finalization of state wise periodical audit
7	Empanelled medical Auditors	As per requirement	SPO/ Central Office of ISA	• MBBS	• Support conducting desk medical audits
8	District ISA Executive	1 in each district	District Office	• Graduate from a recognised institute/university with 2 years work experience in Health Insurance sector	• Overall coordinator for ISA's activity in implementing PM JAY/MM-JAY/Other State health sponsored scheme in the district.

Note :

1. ISA will ensure that the key personnel appointed are approved by the BSSS.
 2. Adequate Doctors and Executives under the key personnel will be hired by ISA for achieving the desired performance as per KPI's
- The aforementioned manpower shall mandatorily work from SPO/ Central Office of ISA/District office only, unless mentioned otherwise.

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Project Organogram/Team Structure



✓ 2 W S Q

Schedule 12: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement ("Agreement") is entered into on this ... day of ____, 2026 ("Effective Date") by and between:

State Health Agency, Bihar represented by the _____, having its office located at

_____ which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to as "SHA")

And

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

SHA and "Service Provider/Agency" shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as "Parties".

Whereas:

- A. SHA is constituted with an objective of _____.
- B. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PMJAY) in alliance with state governments. AB PMJAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, SHA is playing a critical role in fostering linkages as well as convergence of ABPMJAY with health and related programs of the Central and State Governments.
- C. The Agency is carrying on business of _____.
- D. SHA is [contemplating engaging the services of the Agency] for [specify Purpose] (the "Purpose") and for this Purpose, the Agency shall come into contact with certain confidential information;
- E. SHA desires to ensure that strict confidentiality is maintained by the Agency regarding its relationship with SHA and also regarding the confidential information which comes to the knowledge of Agency in connection with the Purpose;
- F. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the Agency.

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

1. Definitions

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

“Confidential Information” shall include all information or data, whether electronic, written or oral, relating to AB- PMJAY Scheme , SHA ’s business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials,

specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by SHA to the Agency or otherwise acquired/ accessed by the Agency during the course of dealings between the Parties or otherwise in connection with the Purpose. Confidential Information may also include the Confidential Information related to AB PMJAY Scheme or State sponsored Health Assurance Scheme, SHA ’s/ other SHA’s clients, licensors, alliances, contractors and advisors.

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

2. Supply and Use of Confidential Information

- (a) The Agency shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered into) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of SHA, an authorized officer of the Agency shall promptly, at the option of SHA, either return to SHA or destroy all Confidential Information in the Agency’s possession or control and shall certify to SHA as to such return or destruction.
- (b) The Agency shall not disclose the Confidential Information to any third party without SHA ’s prior written consent. The Agency may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.
- (c) The Agency shall exercise the same degree of care with respect to SHA ’s Confidential Information as the Agency takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the Agency shall immediately notify SHA in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Agency’s obligations or liabilities for breach hereunder.

- (d) The Agency shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the Agency's organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The Agency will comply with applicable data protection and privacy legislation in this regard.
- (e) To the extent it is a transferee of Personal Data from SHA, the Agency shall be under and shall assume identical and/or similar obligations that of SHA under the applicable data protection and privacy legislation in this regard relating to such Personal Data.
- (f) The Agency shall notify SHA forthwith from the time it comes to the attention of the Agency that Confidential Information (including Personal Data) transferred by SHA to it has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

3. Limitations:

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

- (a) was, at the time of receipt, otherwise known to the Agency without restrictions as to use or disclosure; or
- (b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the Agency;

4. Exclusion:

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

5. No Warranty:

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

6. No License:

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

7. No Formal Business Obligations:

This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on SHA to submit a proposal or to enter into a further contract or

business relationship with the Agency, or (iii) any obligation on SHA to disclose, supply or otherwise communicate any information, general or specific, to the Agency. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

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

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and ___ shall be considered as sole Arbitrator to adjudicate the dispute between the Parties as per the Arbitration and Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Patna. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent courts of Patna, Bihar shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

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

11. Miscellaneous:

- Amendment: This Agreement may be amended or modified only by a written agreement signed by both of the Parties.
- Relationship: The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership, relationship exists between the Agency, the SHA or any third-party as a result of this Agreement.

- Assignment: Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- Severability: In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- Waiver: Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

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

13. No Publicity:

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

14. Non-Solicitation:

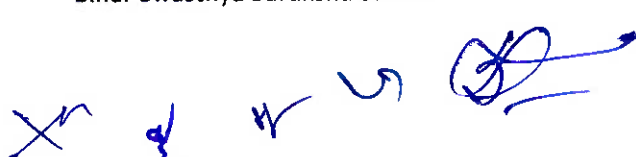
Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the Agency nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by SHA if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

15. No Conflict:

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

16. Entire Agreement; Counterparts:

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



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

SIGNED for and on behalf of SHA By _____ Title _____ (authorized signatory) Date _____	SIGNED for and on behalf of ISA By _____ Title _____ (authorized signatory) Date _____
--	---

[Handwritten signatures and initials in blue ink]

Schedule 13: Individual Confidentiality Undertaking

UNDERTAKING

I, [Insert Name], the undersigned, acknowledge that as an employee/ staff of____("ISA"), I will be working as a team member of the company project team which is providing, or shall provide, certain services to State Health Agency (SHA) as per the terms and conditions of the Agreement dated_____.

In this regard, I confirm that I have fully read and understood all the terms and conditions of the Agreement executed between SHA and Agency, in particular to the contents below. With effect from_____, I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. I shall not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee or partner of any Agency or other Insurer Firms, other than those working or advising on the Services or those who need to access such information on a strict need to know basis.
2. If approached by any third party or Agency employee/staff (where such employee/ staff do not require access to the Confidential Information on a need-to-know basis) to provide any Confidential Information relating to the Services, I shall immediately inform the Agency and/or SHA and shall not disclose any such information unless approved.
3. I shall not remove or destroy any documents, data, files or working papers in whatsoever form (including but not restricted to any in electronic form) in respect of the Services, without the written consent of Agency.
4. In the event that I leave the employment of Agency or my association with Agency gets terminated, I shall not discuss/ disclose thereafter any Confidential Information with/ to any other party.
5. I voluntarily waive all my rights and disclaim my ownership on any work and/or deliverables to be performed while deployed at Agency/ SHA for the purposes of Agreement.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with Agency. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with Agency.

Signature: _____

Name (in block letters): _____

Telephone #: _____

Date: _____



Schedule 14: Checklist for Preauthorization Audit

CASE NO		CARD NO	
PATIENT NAME		HOSPITAL ID	
HOSPITAL NAME		HOSPITAL DIST	
PACKAGE BOOKED		PACKAGE AMT	
TYPE OF PACKAGE (MEDICAL /SURGICAL)		LOS (expected)	
DATE OF PRE AUTH		DATE OF APPROVAL	
DIAGNOSIS		TREATMENT	
DATE OF AUDIT		AUDITORS NAME	

Sr. No.	PARTICULARS	YES	NO	REMARKS (mandatory)
1	Past Medical History documented			
2	Detailed Clinical notes with history, indications, symptoms, signs documented			
3	Examination findings and advice for admission			
4	Cases specific Mandatory documents are uploaded at the time of pre auth (as per the STGs)			
5	In surgical cases preoperative images are required to be attached if applicable			
4	Is the package booked matching with the diagnosis?			
5	Are Investigation reports supporting diagnosis available			
6	Clinical Notes and Investigation reports signed by doctor with registration no			
7	Is there any hospitalization of the same patient at the same hospital			
8	Is the patient refereed from another hospital/clinic/doctor			

Significant findings:

Recommendations:

Name & Signature of the Auditor
(Date and stamp)

Schedule 15: Checklist for Claims Audit (Approved Claims)

CASE NUMBER		CARD NO	
PATIENT NAME		HOSPITAL ID	
HOSPITAL NAME		HOSPITAL DISTRICT	
PACKAGE BOOKED		PACKAGE AMOUNT	
TYPE OF PACKAGE (MEDICAL/SURGICAL)		LOS	
DATE OF ADMISSION		DATE OF DISCHARGE	
DIAGNOSIS		TREATMENT	

Sr. No.	Particulars	Yes	No	Remarks (mandatory)
1.	Past Medical history documented			
2.	Detailed Clinical notes with history, indications, symptoms, signs, examination findings and advice for admission			
3.	Are symptoms matching with the diagnosis?			
4.	Validate Length of stay			
5.	Are Investigation reports supporting diagnosis available?			
6.	Are Post op photos showing scar available in surgical cases			
7.	Is the package booked matching with the diagnosis?			
8.	Investigation reports signed by doctor with registration no			
9.	Are pre op and post op x-rays available in ortho cases			
10.	Implant barcode in cases of implant			
11.	Intraoperative photograph and Pictures of gross specimen			
12.	Removed Histopathology report (can be submitted within 7 days of discharge)			
13.	Intra-operative photographs (optional)			
14.	Detailed Discharge summary in the format (NHA)			
15.	Detailed Indoor case papers having treatment and management			
16.	Progress reports on daily basis in same handwriting			
17.	Is referral letter from hospital /clinic /doctor			
18.	Was any query raised at any stage of adjudication /If yes then what			
19.	Was the case rejected at any stage of adjudication /If yes then what			

Significant findings:

Recommendations:

Name & Signature of the Auditor
(Date and stamp)

Schedule 16: Checklist for Desk Medical Audit

CASE NUMBER		CARD NO	
PATIENT NAME		HOSPITAL ID	
HOSPITAL NAME			
HOSPITAL DISTRICT		HOSPITAL CONTACT NO	
PACKAGE BOOKED		PACKAGE AMOUNT	
TYPE OF PACKAGE (MEDICAL/SURGICAL)		LOS	
DATE OF ADMISSION		DATE OF DISCHARGE	
DIAGNOSIS		TREATMENT	
TIME OF TIME		DATE OF AUDIT	

Sr. No.	Particulars	Yes	No	Remarks (mandatory)
1.	Are all mandatory documents required at the time of pre-auth uploaded? (Detailed Clinical notes with history, indications, symptoms, signs,			
2.	Are admission notes and detailed findings at admission notes available?			
3.	If yes, do these documents justify hospitalization?			
4.	Past Medical history documented			
5.	Are symptoms matching with the diagnosis?			
6.	Does the package booked match the diagnosis and symptoms			
7.	Was Length of Stay as per package specification?			
8.	Are Investigation reports supporting diagnosis available?			
9.	Are all the diagnostic reports signed and dated			
10.	Are Post op photos showing scar available in surgical cases			
11.	Are requisite post-treatment evidentiary documents available?			
12.	Investigation reports signed by doctor with registration no			
13.	Are pre op and post op x-rays available in ortho cases			
14.	Implant barcode in cases of implant			
15.	Intraoperative photograph and Pictures of gross specimen			
16.	Removed specimen – Histopathology report (can be submitted within 7 days of discharge)			
17.	Intra-operative photographs (optional)			
18.	Detailed Discharge summary in the format (NHA)			

19.	Detailed Indoor case papers having treatment and management			
20.	Progress reports are maintained on daily basis			
21.	All nursing notes signed and dated			
	Are consent notes attached			
22.	Is the beneficiary referred from another hospital/clinic /doctor if yes please provide the name?			
23.	Does the discharge summary capture all details of presenting features, investigations, line of treatment given during stay line of treatment advised at discharge and (Select if investigations and all treatment details, missing as follow up will be rational)			
24.	In case of accidental cases MLC/FIR submitted			
25.	Are all document sealed and signed?			
26.	Was any query raised at any stage of adjudication /If yes then what			
27.	Was the case rejected at any stage of adjudication /If yes then what			

Significant findings:

Recommendations:

**Name & Signature of the Auditor
(Date and stamp)**

Schedule 17: Checklist for Desk Mortality Audit

A. GENERAL INFORMATION

Case MLC/RTI

CASE NO		CARD NO	
PATIENT NAME		AGE/SEX	
HOPITAL ID		HOSPITAL DISTRICT	
HOSPITAL NAME			
DATE OF ADMISSION		DATE OF DEATH	
SURGICAL /MEDICAL		EMERGENCY / ELECTIVE	
CLINICAL DAIGNOSIS AT THE TIME OF ADMISSION		CLINICAL DAIGNOSIS AT THE TIME OF DEATH	
PRIMARY CAUSE OF DEATH		SECONDARY CAUSE OF DEATH	
LOS		DATE OF AUDIT	

B: Case Note Assessment

PROGRESS DURING HOSPITALIZATION

1. What was the mode of visit to the hospital? OPD / Emergency / ICU
2. What are the contributive factors as per treating doctor? -----
3. Abnormal Investigations if any
 - a. Hematology (Mention the test name with value if abnormal) -----
 - b. Biochemistry (Mention the test name with value if abnormal) -----
 - c. Radiology (Mention the test name with value if abnormal) -----
 - d. Microbiology (Mention the test name with value if abnormal) -----
4. What was the treatment provided? (medical /surgical)
5. Were there identifiable clinical risks/incidents
 - a. Yes
 - b. No
 - c. If yes above, provide details of
6. Is any of the following identifiable from the case sheet
 - a. Past medical history
 - b. Deviation in line of treatment as per clinical standard
 - c. Medication Errors
7. Was it preventable? (On a scale of 1-5)

1	2	3	4	5
---	---	---	---	---

- I. Definitely
 - II. Probably
 - III. Probably not
 - IV. Definitely not
 - V. Don't know
8. Was this patient treated in a critical care unit (ICU with ventilator / ICU without Ventilator / NICU (Mention the category also) / HDU) during this admission? Yes/No
 9. If no, should this patient have been provided critical care in ICU with ventilator / ICU without Ventilator / NICU (Mention the category also) / HDU? Yes/No

IN SURGICAL CASES

- 1 What was the indication for surgery? -----
- 2 Pre anesthetic check-up/fitness for surgery
 - a. Decision to operate
 - i. Elective
 - ii. Emergency
- 3 Any adverse event during surgery
- 4 Any post operative event
- 5 Patient transfer history with in the hospital (Emergency: ----(in hrs/days), ICU (with/without ventilator):-----, HDU: -----, General Ward:-----, Post Operative ICU/Ward:-----
- 6 Were there any areas of CONSIDERATION, of CONCERN or ADVERSE EVENTS in the management of this patient?
 - Yes
 - No

If yes above, provide details of-----
- 10.Hospital mortality report review findings: Should be conclusive
- 11.Record the cause of death (as given)

Please provide evidence to support your statements given above by referring to specific points relating to any investigation reports or progress of the patient, treatment provided etc., which substantiate your observations

Conclusion:

Cause of Death (ICD/ICHI Code)	Mortality Report submitted by Hospital	Desk Auditor Remarks
Primary	Diagnosis ICD/ICHI:	Diagnosis ICD/ICHI:
Secondary	Diagnosis ICD/ICHI:	Diagnosis ICD/ICHI:
Antecedent	Diagnosis ICD/ICHI:	Diagnosis ICD/ICHI:

Was there enough information to conclude the cause of death?

Yes ☐ No ☐

If NO, what information was lacking?

Payment:

- Pre-auth approved amount:
- Amount Claimed:
- Amount Recommended:

Significant Findings

Recommendations

Hospital stamp, sign and date

Name & Signature of the Auditor
(Date and stamp)

Schedule 18: Checklist for Beneficiary Audit (Live Audit-During Hospitalization)

CASE NO		CARD NO	
HOSPITAL NAME			
HOSPITAL ID			
HOSPITAL CONTACT NO		PATIENT NAME	
PATIENT ADDRESS		PATIENT CONTACT NO	
DATE OF AUDIT		TIME OF AUDIT	
DIAGNOSIS		TREATMENT PLAN	
NAME OF AUDITOR		CONTACT NO OF AUDITOR	
DIAGNOSIS		TREATMENT	

Sr. No.	Particulars	YES	NO	REMARKS
1.	Package booked			
2.	Name of the treating Doctor			
3.	Specialization of the treating doctor			
4.	Date and time of admission as per the hospital file			
5.	Date and time of discharge as per the hospital file			
6.	Type of treatment (Medical/Surgical)			
7.	Expected length of stay			
8.	Patient Ids collected			
9.	Patient photograph collected			
10.	What were the presenting complaints at the time of admission?			
11.	Since when is he/she suffering from the symptoms			
12.	Was he/she referred from another hospital/ clinic/ doctor?			
13.	If yes, please name the hospital/clinic/doctor			
14.	When did the patient get admitted?			
15.	Is the patient admitted since then?			
16.	What diagnostic tests (if any) were performed on the patient?			
17.	Was any surgery conducted for the patient?			
18.	if yes, is there a scar on the body?			
19.	Has any money been charged so far?			
20.	If yes, how much?			
21.	Do they have receipts of the same			
22.	Is there any previous hospitalization of same patient at the same hospital?			
23.	Any other remark or observation			

Significant Findings

Recommendations

Hospital stamp ,sign and date

Name & Signature of the Auditor
(Date and stamp)

Schedule 19: Checklist for Beneficiary Audit (Home Visit)

CASE NO		CARD NO	
PATIENT NAME			
HOSPITAL ID		HOSPITAL NAME	
PATIENT ADDRESS		PATIENT CONTACT NO.	
DATE OF AUDIT		NAME OF AUDITOR	
TIME OF AUDIT		AUDITOR CONTACT NO.	
DIAGNOSIS		TREATMENT	

Sr. No.	Particulars	YES	NO	REMARKS
1.	Has s/he availed services under AB PM-JAY? If yes, proceed further			
2.	Past Medical history and treatment details? (Patients wording)			
3.	In which hospital did he/she utilize the services			
4.	What were the presenting complaints at the time of admission? (Patient's wordings)			
5.	Since when was he suffering from the symptoms? (Patients wording)			
6.	Was he referred from another hospital/ clinic/ doctor?			
7.	If yes, please name the hospital/clinic/doctor			
8.	When did the patient get admitted?			
9.	When did the patient get discharged?			
10.	Was s/he provided free food and travel allowance?			
11.	Was the patient given a discharge summary?			
12.	Was post-hospitalization medication provided to the patient?			
13.	Was any money asked by the hospital at any point of time?			
14.	If yes, then how much?			
15.	For what purpose was the money charged?			
16.	Do they have receipts of the same?			
17.	Did they buy any medicine or did any diagnostic test at their own cost?			
18.	Does the patient have any receipt for the same? If not write the patients complain and get it signed/thumb impression with contact, no and attach it)			
19.	What was the treatment given?			
20.	Was any surgery conducted for the patient?			
21.	if yes, is there a scar on the body? (if possible, attached the evidence in case of male patients)			
22.	Any other remark or observation:			

Significant findings:

Recommendations: Genuine /Suspicious /fraud

Evidence of Home visit attached (Yes/No)

Name & Signature of the Auditor
(Date and stamp)

Schedule 20: Template for Beneficiary Audit (On Phone)

Patient/Beneficiary detail (A-L)										Beneficiary post-hospital discharge questionnaire (M-S)								
Sl. No.	Name of the Patient	Telephone	Telephone -2	N-HPM Id	Age (Yrs)	Gender	Patient District	Procedure Details	Admission Date	Discharge Date	Claim Initiated Amount (Rs.)	क्या आपने आयुष्मा न भारत के तहत सेवाएं ली हैं? (हाँ / नहीं)	आपने किस अस्पताल में सेवाओं का उपयोग किया है? (Write the name of the hospital)	किन लक्षणों/बीमारी के लिए आप अस्पताल में भर्ती हुए थे? (Write in short the nature of illness/disease)	क्या आपको डिस्चार्ज के समय कोई दवा दी थी? यदि "हाँ" तो कितने दिनों के लिए? (हाँ / नहीं)	क्या आप से अस्पताल में रहने के दौरान किसी कार्य के लिये पैसा लिया गया था? यदि "हाँ" तो किस उद्देश्य के लिए? (हाँ / नहीं)	क्या आप AB-PM/JAY के तहत प्रदान की गई सेवाओं से संतुष्ट हैं? (हाँ / नहीं)	Remarks

Significant findings:

Recommendations:

Name & Signature of the Auditor
(Date and stamp)


Schedule 21: Format of Performance Security

(See Clause 8.2)

[On Appropriate Stamp Paper]

Bank Guarantee No. [●]

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank and branch] with its head/registered office at [insert address], (hereinafter referred to as the "Guarantor", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

(insert name of SHA), a society formed under the [insert name of act], with its principal office at [insert address] (hereinafter referred to as the "SHA", which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigns).

WHEREAS:

- (A) (the "ISA") and the SHA have entered into a Contract dated [insert date] (the "Agreement") for the implementation of Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana and other State sponsored Health Assurance scheme(s) in [insert name of state], subject to and in accordance with the provisions of the Agreement.
- (B) Clause 8.2 of the Agreement requires the ISA to furnish an unconditional, irrevocable, on demand bank guarantee to the SHA in a sum of Rs (insert amount numbers) (Rupees insert amount in words) (the "Guarantee Amount") as security for the due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term (as defined in the Agreement) and for a period of 180 (One Hundred & Eighty days) Business Days following the Transfer Date (as defined in the Agreement) (the "Guarantee Period").
- (C) At the request of the ISA and for sufficient consideration, the Guarantor has agreed to provide this unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the ISA of its obligations and liabilities under the Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantee is given on consideration received from the ISA, the receipt and sufficiency of which is hereby acknowledged.
2. The Guarantor hereby unconditionally and irrevocably guarantees and secures, as primary obligor and not merely as guarantor, to the SHA the due and faithful performance of the obligations of the ISA during the Guarantee Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the SHA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the ISA, such sum or sums up to an aggregate sum of the Guarantee Amount as the SHA shall claim, without the SHA being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount

equivalent to the Guarantee Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by the SHA against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the SHA receives the full amount due hereunder as if no such withholding had occurred.

3. A letter from the SHA, under the hand of an Officer not below the rank of *(add rank of the officer i.e. Deputy/Joint/Additional Secretary to the State Government as appropriate)* to the Guarantor that the ISA has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Guarantor. The Guarantor further agrees that the SHA shall be the sole judge as to whether the ISA is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the ISA is in default shall be final, and binding on the Guarantor, notwithstanding any differences between the SHA and the ISA, or any dispute between them pending before any court, tribunal, arbitrators or any other SHA or body, or by the discharge of the ISA for any reason whatsoever.

The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. It shall not be necessary, and the Guarantor hereby waives any necessity, for the SHA to proceed against the ISA or any other person before presenting to the Guarantor its demand under this Guarantee, or resort to any other means of obtaining payment of the Guaranteed Amount.
5. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the ISA or any change in ownership of the ISA or any purported assignment by the ISA or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.
6. The SHA shall have the liberty, without affecting in any manner the liability of the Guarantor under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the ISA contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the SHA against the ISA, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the SHA, and the Guarantor shall not be released from its liability and obligation under these presents by any exercise by the SHA of the liberty with reference to the matters aforesaid or by reason of time being given to the ISA or any other forbearance, indulgence, act or omission on the part of the SHA or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Guarantor from its liability and

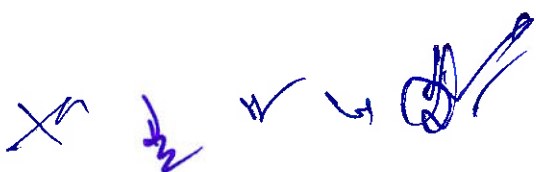
obligation under this Guarantee and the Guarantor hereby waives all of its rights under any such law.

7. If, and to the extent that for any reason the ISA enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the ISA of the Guarantee Amount becomes or may reasonably be expected to become impossible, then the Guarantee Amount shall be promptly paid by the Guarantor to the SHA on demand.
8. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the SHA in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the ISA under the Agreement.
9. So long as any amount is due from the ISA to the SHA, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the ISA, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the ISA or any such other Person in competition with the SHA. If the Guarantor receives any payment or benefit in breach of this Clause 9, it shall hold the same upon trust for the SHA.
10. Notwithstanding anything contained hereinbefore, the liability of the Guarantor under this Guarantee is restricted to the Guarantee Amount and unless a demand or claim in writing is made by the SHA on the Guarantor under this Guarantee, during the Guarantee Period, all rights of the SHA under this Guarantee shall be forfeited and the Guarantor shall be relieved from its liabilities hereunder.
11. This Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the ISA for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by a statutory auditor of the ISA, the SHA shall release the Guarantee forthwith. Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from the SHA, such notice to be issued promptly upon such occurrence.
12. The Guarantor undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the SHA in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Guarantor.
13. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Guarantor at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the SHA that the envelope was so posted shall be conclusive.
14. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement.
15. The Guarantor represents and warrants to the SHA that:

- (a) it has the power to execute, deliver and perform the terms and provisions of this



- Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
- (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or SHA, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in *(insert name of district/city)* at *[insert address of branch in that city/district]*.
16. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the SHA would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the SHA to any other or further action in any circumstances without notice or demand.
17. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the SHA to replace the invalid, illegal or unenforceable provision.
18. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
19. The SHA may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
20. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee will be adjudicated in accordance with the provision of the Arbitration and Conciliation Act, 1996.
21. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Agreement.



IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the GUARANTOR by:

(Signature) Of [insert name of signatory]

It's [insert designation] and duly authorized representative

Authorized by [Power of Attorney dated [insert date]] **OR** [Board resolution dated [insert date]]. (Name) (Designation) (Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



