

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.



Oriental
insurance

PRITHVI, AGNI, JAL, AKASH

Sab Ki Suraksha Hamare Paas

IRDA REG. NO. 556 CIN - U66010DL1947GOI007158

**Tender Document for Selection of Third Party
Administrator for the implementation of
SWASTHYA SATHI, GOVT. OF WEST BENGAL**

In the State W.B.

Date : .../.../2020

Instruction to
Bidders

Abbreviations

AL	Authorization Letter (from the Insurer)
BFU	Beneficiary Family Unit
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
EHCP	Empaneled Health Care Provider
INR	Indian National Rupees
IRDAI	Insurance Regulatory Development Authority of India
NOA	Notice of Award
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
SHA	State Health Agency
IEC	Information Education and Communication

Data Sheet

Project title	"SWASTHYA SATHI", GOVT. OF WEST BENGAL
Objectives of the project	To improve access of identified families to protect them from financially debilitating effect of illness and adverse health conditions and to provide cashless, paperless, quality medical care for treatment of diseases involving hospitalization through an identified network of health care providers.
Submissions required	Technical Bid and Financial Bid as per Annexures F and H
Pre-bid conference	No
Contact details for all queries	Designation: Sh Paritosh Biswas, Sr. Divisional Manager Address: Kolkata Divisional Office -5 33 Stephen House (2 nd Floor) 4, B.B.D.Bag (East) Kolkata-700001 Tel No.:033 2262 3909 Mobile : 9674164950
Language of bid	English
Currency of bid	Indian National Rupees (INR)
Eligibility to bid	<ol style="list-style-type: none"> Registered as Third Party Administrator under the IRDAI (TPA - Health Services) Regulations, 2019 and should be engaged for the purposes of providing health services as defined in those regulations. The Bidder should have operational experience of minimum of 5 years prior to 31/03/2019 Having Annual Turnover of Rs. 20 crores in each of the previous three (3) financial years (2016-17, 2017-18 & 2018-19). TPAs need to submit the supporting data sets and document like P& L statement, Annual Returns submitted to the IRDAI. The Bidder should unconditionally accept the terms and conditions of this Tender Document. Experience in handling health claims- should have processed at least 3,00,000 numbers of claims during the financial year 2018 - 19 and must have operational experience in servicing at least two similar states schemes like Swasthya Sathi Scheme / RSBY /AB-PMJAY /State Mass Scheme or any Government Schemes . The Bidder should not have denied/withdrawn after submission of any RFP/Quote at any stage to serve Group Scheme /Government Scheme including AB-PMJAY to any Insurer and there should not be having any servicing issues for handling any Government scheme with any of the Insurer. Having experience in processing Mediclaim claims of not less than claim amount of Rs.200 Crores during the year 2018-19. The Bidder should have minimum 10

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

	<p>MBBS full time doctors including 5 specialist/consultant during last financial year 2018-19, supporting document- Submit appointment letter, Form I6/Form I6 A of financial year 2018-19.</p> <p>g. Should be an income tax assesses.</p> <p>h. The Bidder should not have any pending cases of fraud/ongoing investigations and have not been black listed by any State government/ Central Government or their agencies/Insurance Companies.</p> <p>i. PF, ESIC, GST compliant.</p> <p>j. IT Platform: The Bidder should have adequate IT infrastructure, capable of integration and interoperability with SWASTHYA SATHI, GOVT OF W.B. Platform and IT system of Insurers for beneficiary identification, cashless payments, portability of claim and in tune with all requirements of this Scheme related to IT. The TPA shall have to maintain an IT system that must be integrated easily with the IT system of SWASTHYA SATHI to manage the claims on Real Time Basis including portability of claims and identification of beneficiaries as per the provisions of the Scheme. The Bidder shall have an experience of working in information technology intensive environment. It is compulsory that Bidder has its own server of sufficient capacity to handle the operations of the Scheme.</p> <p>k. They must have adequate infrastructure at each and every District (Cluster II) W.B. to fulfill the conditions laid down in the Tender Document of SWASTHYA SATHI for effective servicing for the scheme.</p> <p>l. They must have fully functional TPA offices in all the district of WEST BENGAL. In the absence of the same they will be required to setup offices within 15 working days of the allotment of the work.</p> <p>m. They must have capability to provide offices, manpower and other required infrastructure as per the provisions of this Scheme.</p>
Service Level Agreement	One Year
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

Address for bid submission	The Oriental Insurance Company Limited The Oriental Insurance Company Limited. Kolkata Regional Office 4, Lyons Range, Kolkata-700001
Important Dates:	
Date of release of Tender Document	03/01/2020
Last date of receiving queries	06/01/2020 UPTO 5.00 PM
Pre - bid meeting	07/01/2020 11.30 am
Last date of bid submission	09/01/2020 , 5.00 pm
Date and time of technical bid evaluation	10/01/2020, 11.30 am
Date and time of Financial Bid opening	13/01/2020, 11 .30 am
Acceptance of Notice of Award	14.01.2020
Signing of Service Level Agreement	14/01/2020
Mode of submission of BID	The sealed Bid must be dropped in the Tender BOX as kept at RO Premises (Ground Floor) or Registered Post / through Courier at The Oriental Insurance Co. Ltd., RO-Kolkata, 4, Lyons Range, Kolkata-700001. The Bid must reach in the above address on or before the due date of submission or else the same will not be considered.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of **The Oriental Insurance Company Limited, hereinafter referred to as The OICL**, acting through any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to all Volumes, Addendums and Annexures of SWASTHYA SATHI SCHEME, GOVT OF W.B.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for **The OICL** 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 OICL** 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 OICL** 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 Service Level Agreement or The OICL's** rights to amend, alter, change, supplement or clarify the scope of work, or the Insurance 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 OICL**.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by **The OICL** to the Bidders or any other person.

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

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

The issue of this Tender Document does not imply that **The OICL** is bound to appoint a **Third Party Administrator (TPA)** as the Successful Bidder, and **The OICL** reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the SWASTHYA SATHI, GOVT OF W.B., without assigning any reason whatsoever.

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

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

Definitions and Interpretations

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.

The Department of Health & Family Welfare, Govt. of West Bengal, has launched a Group Health Insurance Scheme named “Swasthya Sathi”, being implemented in the state for larger section of the Society. The scheme is implemented by Swasthya Sathi Samiti, a registered society under the control of Department of Health & Family Welfare. The scheme will have basic health cover for secondary and tertiary care up to 5 lakh per annum per family, out of which 1.50 lakh per annum per family will be covered by the Group Health Insurance Provider while claims above 1.50 lakh upto 5.0 lakh per family per annum will be covered under Assurance Mode by the Swasthya Sathi Samiti on floater basis. All pre-existing diseases will be covered. The entire premium will be borne by the State Government with no contribution from the beneficiaries. There will be no cap on the family size. Management of the scheme right from issue of Swasthya Sathi card for each beneficiary family to patient admission, keeping records of treatment and hospital claims settlement is being administered through paperless hassle free IT platform which ensures:

Beneficiary means a member of the Swasthya Sathi Beneficiary Family Units who is eligible to avail benefits under the Swasthya Sathi, Govt of West Bengal.

The scheme is intended to benefit identified categories of regular/contractual/casual employees of different departments of West Bengal as well as group of workers directly engaged for implementation of Govt. Schemes. Projects/Programmes spread over all the 9 districts(Cluster II) This tender is invited to cover an estimated number of 26,44,897 lakh such families of West Bengal, which may be extended upto approx target 28,70,000 Lacs families or any revised target given by the Govt of W.B, District wise vis-a-vis Cluster wise details of estimated number of families proposed to be covered under this tender are given in Section – I of this Tender document.

Benefit Cover refers to the annual basic cashless hospitalization coverage of Rs. 1,50,000/- that the insured families would receive under the SWASTHYA SATHI SCHEME, GOVT. OF WEST BENGAL.

Bid refers to the qualification bid and the financial bids submitted by an eligible **Third Party Administrator (TPA)** 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 OICL** for the purposes of evaluating the Bid.

Bid Validity Period shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

Date) for which each bid shall remain valid.

Bidder shall mean any eligible **Third Part Administrator (TPA)** which has submitted its bids in response to this Tender Document released by **The OICL**.

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

Third Party Administrator, hereinafter referred to as **TPA**, means any person who is licensed under the IRDAI (Third Party Administrator Health Services), Regulations 2019 notified by the authority and is engaged for a fee or remuneration by an insurance company for the purposes of providing health services as defined in those Regulations.

For the purpose of this tender, it will also mean 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 **Service Level Agreement with The OICL**.

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.

Policy Cover Period shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by SWASTHYA SATHI SCHEME, GOVT OF W.B. from time to time.

Risk Cover shall mean an annual risk cover of Rs.1,50,000/- covering in-patient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empaneled Health Care Providers (EHCP) for the SWASTHYA SATHI Beneficiary Family Units.

Successful Bidder(s) shall mean the Bidder(s) (**TPA**) whose bid document is responsive, which has been pre qualified and whose financial bid is the lowest among all the shortlisted and with whom **The OICL** intends to select and sign the **Service Level Agreement** for this Scheme.

Scheme shall mean SWASTHYA SATHI, GOVT OF W.B. managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Agency.

Selected Bidder(s) shall mean the successful **bidder(s)** who has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the **Service Level Agreement with The OICL**.

Service Area refers to all 9 districts (CLUSTER II) in the State of Govt. of West Bengal covered and included under this Tender Document for the implementation of SWASTHYA SATHI SCHEME.

Tender Documents refers to this Tender Document including all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI as issued by GOVT OF W.B. or **The OICL** at any point of time

Instruction to Bidders

1. Context

1.1 The name of the Scheme is the “SWASTHYA SATHI”, GOVT OF W.B.

- a. Hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow –up care.
- b. Pre and post hospitalization cover
- c. **Risk Cover (RC) of Rs. 1,50,000 (Rupees One Lac Fifty Thousand only) on Insurance bases per eligible Swasthya Sathi Beneficiary Family Unit per annum under SWASTHYA SATHI.**
- d. Eligible family will include all members within identified relationships as included in the Database and updated from time to time.

For further details about the Scheme including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details, refer **to all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI, GOVT OF W.B.**

2. Purpose and Scope of this Tender Document

- 2.1** The purpose of this Tender Document is to select the most competent and competitive **TPA** to provide the *Benefit Risk Cover and all Services as required by The OICL* under the Scheme referred to in **1.3** above and in detail in **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI as issued by GOVT OF W.B.**
- 2.2 Beneficiaries and Geographical Coverage:** The Scheme is intended to provide the benefit to all eligible SWASTHYA SATHI Families. Therefore, bids are invited from interested and eligible **TPAs** to provide **services to eligible SWASTHYA SATHI Beneficiary Family Units in the State of WEST BENGAL.**

District wise profile of the identified families is given below:

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

Sr. No	District Name	Total Eligible SWASTHYA SATHI Beneficiary Family Units proposed to be covered under the Scheme	No. of SWASTHYA SATHI Beneficiary Family Units eligible for cover under the Scheme
1	Bankura	494659	494659
2	Jhargram	110476	110476
3	Paschim Bardhaman	54249	54249
4	Purba Bardhaman	288052	288052
5	Purulia	258891	258891
6	Birbhum	331967	331967
7	Hooghly	366120	366120
8	Paschim Medinipur	373135	373135
9	Purba Medinipur	367348	367348
	Total	2644897	2644897

CLUSTER WISE:

Sr. No	District Name	No. of SWASTHYA SATHI Beneficiary Family Units eligible for cover under the Scheme	Sector wise distribution (in 2 sectors)
1	Bankura	494659	1
2	Paschim Medinipur	373135	2
3	Purba Medinipur	367348	1
4	Hooghly	366120	2
5	Birbhum	331967	1
6	Purba Bardhaman	288052	2
7	Purulia	258891	1
8	Jhargram	110476	2
9	Paschim Bardhaman	54249	1
	Total	2644897	

- 2.3** In addition to the number of eligible SWASTHYA SATHI Beneficiary Family Units as given above, may add more beneficiaries to the Scheme as part of additional sponsored category. The unit of coverage for Benefit Risk Cover will be a SWASTHYA SATHI Family Unit, which will include all family members as further defined in **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI SCHEME as issued by GOVT OF W.B.**
- 2.4** The OICL hereby invites applications from interested and eligible **TPAs** to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document.
- 2.5** The following process shall be adopted:
- 2.5.1** Financial Bid is being invited for the **SECTOR -1 & 2 (Districts are also mentioned).**
- 2.5.2** Financial Bid of the concerned bidder shall be opened if they qualify only in the Technical Bid.
- 2.5.3** The lowest bidder will be the winner (L-1).
- 2.5.4** The Bidder making the lowest Financial Proposal i. e. lowest Service Charges would be declared as the Preferred Bidder (L-1). The OICL may either choose to accept the Proposal of the Preferred Bidder or invite him/her for negotiations. The OICL reserves the right to reject any or all tenders without assigning any reason.
- 2.5.5** In case there are two or more Bidders quoting the same lowest Financial Proposal, The OICL may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the OICL. The information of negotiations will be given to both the bidders.
- 2.5.6** The OICL reserves the right to prefer to get the services of TWO TPAs for servicing of the policy in the cluster- II. More to note that, one TPA shall be allotted maximum one Sector (Sector -1 or Sector -2) only based on L1 quote. In case a single TPA offers L1 rate for more than 1 Sector, then the L2 bidder will be asked to match L1 rate. In case L2 Bidder (next to L1 Bidder) accepts to match the bid of L-1, then L2 Bidder will be assigned with said sector with the right to allot by the competent authority. In case, L2 Bidder refuse to match L1 rate then L3 bidder shall be asked to match with L1 rate.
- 2.5.7** **Right to accept any bid and to reject any or all bids**
“The Oriental Insurance Company Ltd ” reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the e-Tendering process and reject all bids at any time prior to notification of award of contract, without incurring any liability, whatsoever to the affected bidder(s).

1. Eligibility of Bidders

Qualification Criteria

- 1.** Registered as Third Party Administrator under the IRDAI (TPA-Health Services) Regulations, 2019 and should be engaged for the purposes of providing health services as defined in the extant regulations or as modified from time to time by IRDAI.
- 2.** The TPA should have operational experience of minimum of 5 years prior to 31/03/2019
- 3.** Bidder should have Annual Turnover of Rs. 20.00 crore in each of the previous three (3) financial years(2016-17,2017-18 & 2018-19). The bidders need to submit the data sets and documents like P&L statement, Annual Return etc. submitted to the IRDAI in support to this.
- 4.** The bidder should unconditionally accept the terms and conditions of this Tender Document as well as the terms and conditions laid down in the tender document for Swasthya Sathi Scheme released on 15.11.2019 for implementation of the scheme. The bidder must confirm that the bidder has gone through the tender document of Swasthya Sathi scheme and unconditionally accepts to discharge all obligations related to servicing of Health Insurance scheme of the Government of West Bengal, as mentioned in the tender.
- 5.** Experience in handling health claims- should have processed at least 300,000 number of claims during the financial year 2018-19 and the bidder must have operational experience in servicing Swasthya Sathi Scheme or RSBY or any Government Schemes
- 6.** Having experience in processing medical claims of not less than Rs.200 Crores claim amount during the Financial Year 2018-19 and The TPA should have minimum 10 MBBS full time doctors. Preference may be given to those bidders who has 5 or more specialist/ consultant in addition to the 10 MBBS doctors during last financial year 2018-19.
Necessary staff including at least 1 full time qualified medical officer (at least MBBS) should be there in each district to perform and provide services as required in the tender of Swasthiya Sathi Scheme of the Department of Health & Family welfare Government of West Bengal.
- 7.** Should be an income tax assessee.
- 8.** The TPA should not have any pending cases of fraud/ongoing investigations and have not been black listed by any State government/ Central Government/IRDA or their agencies/Insurance Companies.
- 9.** 9. PF, ESIC, GST compliant.
- 10.** IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with SWASTHYA SATHI DISTRICT Platform and IT system of Insurers for beneficiary identification, cashless payments, portability of claim and in tune with all requirements of this Scheme related to IT. The TPA shall have to maintain an IT system that must be integrated easily with the IT system of SWASTHYA SATHI to manage the claims on Real Time Basis including portability of claims and identification of beneficiaries as per the provisions of the Scheme. The TPA shall have an experience of working in information technology intensive environment. It is compulsory that TPA has its own server of sufficient capacity to handle the operations of the Scheme.
- 11. L1 qualified TPA will be allotted for 1 (one) sector only.**

3.1 Consortium Not Allowed

3.1.1 Consortium applications are not allowed under this Tender Document.

3.1.2 The Bid submitted by any consortium shall be rejected including individual applications of any company which has applied as a part of the Consortium.

3.2 The Bidder should unconditionally accept the terms and conditions of this Tender Document. If any Bidder fails to meet the minimum Qualification Criteria, its Bid shall be summarily rejected.

4 Grounds for Rejecting the Bid

4.1 Fraud and Corruption

4.1.1 Each Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

4.1.2 Without prejudice to the rights of **The OICL** under **Clause 4.1**, if a Bidder is found by **The OICL** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undue influence, 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 OICL** for a period of three years from the date of such an event occurs.

4.1.3 For the purpose of this **Clause 4.1**, the following terms will have the meaning as given below:

a. **corrupt practice** means:

(i) Offering, giving, receiving or soliciting, directly or indirectly of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of **The OICL** 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 OICL**, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or

(ii) engaging in any manner whatsoever, whether during the Bidding Process or before or after the execution of **the Service Level Agreement**, as the case

may be, any Person in respect of any matter relating to the Scheme, the Bidding Process or the **Service Level Agreement**, who at any time has been or is a legal, financial or technical advisor of **The OICL** 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 OICL** 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 4.2** 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.

4.2 Conflict of Interest

- 4.2.1 Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process.
- 4.2.2 Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 4.2.3 Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - 4.2.3.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:
 - 4.2.3.a.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

- 4.2.3.a.ii) any direct or indirect ownership interest in such other Bidder or Affiliate there of is less than 26 percent.
- 4.2.3.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 such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- 4.2.3.c) 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.

4.3 Misrepresentation by the Bidder

- 4.3.1 **The OICL** 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 OICL**, any additional information sought by **The OICL** for the purposes of evaluating the Bid.
- 4.3.2 **The OICL** has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Insurance Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of **The OICL**, 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 Service Level Agreement**, 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 OICL** to the Bidder, without **The OICL** being liable in any manner whatsoever to the Bidder.

4.4 Other Grounds Declaring a Bid Ineligible

- 4.4.1 If the bidder has:
- 4.4.1(a) been black-listed to bid for government sponsored health insurance schemes by Government of West Bengal /any other State Govt.in India /Govt. of India or any PSU/Any Insurance Company, and such black-listing subsists as on the last date of bid submission; or
 - 4.4.1 (b) failed to comply with the Insurance Laws/**Regulation** and such non-compliance continues as on the last date of bid submission; or

4.42 A Bid submitted by any such **TPA** shall be rejected by **The OICL** at any stage that **The OICL** acquires any such knowledge and undertakes its due diligence.

4.43 The TPA should not have any pending cases of fraud/ongoing investigations by any PSU organization or government organization/Any Insurance Company.

4.5 OICL's Right to Evaluate Eligibility

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

4.5.1 (a) after the last date of bid submission; or

4.5.1 (b) prior to or after the issuance of the NOA or execution of the **Service Level Agreement**, if such a Bidder is selected as the Successful Bidder.

4.52 **The OICL** 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 OICL** will neither relieve the Bidders of their obligations or liabilities nor affect any rights of **The OICL** under this Tender Document.

4.53 If **The OICL** is of the opinion that the Bidder does not satisfy the Qualification Criteria, then **The OICL** shall have the right to:

4.5.3 (a) disqualify the Bidder and reject its Bid; or

4.5.3. (b) revoke the NOA (**Notice Of Award**) or terminate the **Service Level Agreement** after acceptance of its Bid by issuing a written notice to the Bidder.

4.54 The **OICL's** determination of a Bidder's eligibility shall be final and binding. The **OICL** shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the Service Level Agreement executed with it.

4.55 If the **OICL** terminates the **Service Level Agreement** in accordance with **Clause 4.4** and /or **Clause 4.5**, then the **TPA** shall be liable to repay the **service charges** received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the **Service Level Agreement**, including liability to pay penal charges, if any, levied by the **The OICL**.

5 Clarifications and Suggestions

5.1 Clarifications and Queries

5.1.1 If a Bidder requires any clarification on the Tender Document, it may

notify the OICL in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet.

5.1.2 **The OICL** shall endeavor to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Data Sheet.

5.1.3 The responses to such queries shall be mailed to **all participating bidders**.

5.1.4 **The OICL** reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring **The OICL** to respond to any query or to provide any clarification.

5.1.5 **The OICL** may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by **The OICL** shall be issued **on or before the date specified in the Data Sheet**.

5.1.6 Verbal clarifications and information given by **the OICL**, or any other person for or on its behalf shall not in any way or manner be binding on the **The OICL**.

5.1.7 Should **The OICL** deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 6.1**.

6 Amendments to the Tender Documents

6.1 Issuance of Addenda

6.1.1 **The OICL** may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s), amend the Tender Document by issuing an Addendum.

6.1.2 The Bidders are required to read the Tender Document with any Addenda that may be issued in accordance with this **Clause 6.1**.

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

6.1.4 Any oral statement made by **The OICL** 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 Preparation of Bids

7.1 Interpretation of Tender Documents

7.1.1 The entire Tender Document with **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI Scheme as issued by GOVT OF W.B. or The OICL, must be read as a whole.**

7.1.2 If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform The OICL at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.

7.1.3 The OICL will then direct the Bidders regarding the interpretation of the Tender Documents.

7.2 Cost of Bidding

7.2.1 Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by ~~the OICL~~.

7.2.2 **The OICL** 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 OICL** for any reason whatsoever.

7.3 Language of the Bid

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

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

7.4 Due Diligence by the Bidder

741 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.

742 The **OICL** 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 Content of Bids

8.1 Financial Bid Submission

821 Bidders shall only submit the Financial Bid in the format set out **in this Tender** and not include any other documents as part of the Financial Bid. For each SWASTHYA SATHI Beneficiary Family Unit eligible and covered under the Scheme the **TPA fee** quoted shall be per annum inclusive of all costs, expenses, service charges, taxes, cess, as per details functions allotted to TPAs hereunder described in the relevant pages. All amounts quoted shall be only in Indian Rupees and up to two decimal places.

8.3 Signing of the Bid

831 In case of physical tendering process, 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.

8.4 Submission of the Bid

841 Each Bidder shall submit/drop their sealed bid into Tender Box as kept **at Regional Office – KOLKATA of The Oriental Insurance Company Ltd (Ground Floor, 4 Lyons Range, Kolkata -700-001)** as per the guidelines and instructions specified in this Tender Document.

842 The Bid shall contain no alterations, omissions or additions. Any inter lineation, erasures, or overwriting will be valid only if they are signed at the place where such changes, if any, by the authorized signatory of the Bidder.

8.6 Withdrawal / Modification of Bids

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

862 If **The OICL** receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid.

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

9 Opening of Bids

- 9.1 The OICL shall open the bids at the date and time indicated in the Data Sheet.
- 9.2 Only authorized representative (s) of the bidder (s) can attend the bid opening.
- 9.3 Once all the Qualification Bids have been opened, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids.
- 9.4 The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders that choose to be present.
- 9.5 The Bidders may remain present in the Office of **the OICL** at the time of opening of Financial Bids.
- 9.6 Any information contained in a Bid will not in any manner be construed as binding on **the OICL**; but will be binding on the Bidder, in the event that the **Service Level Agreement** is subsequently awarded to it on the basis of such information.

10 Execution of Insurance Contract

10.1 Notification of Award

- 10.1.1 Upon selecting the Successful Bidder(s), The OICL will issue Notification of Award (**NOA**) to the Successful Bidder (s):

- declaring it as the Successful Bidder (s);
- accepting its Financial Bid;
- requesting it to fulfill the conditions as specified in **Clause 11**; and

subject to fulfillment of the conditions as specified in **Clause 11**, requesting it to execute the Service Level Agreement, which will be based on **all Volumes of Tender Documents of GOVT. OF W.B. for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI as issued by GOVT OF W.B..**

11. Security Deposit (SD):

11.1 The empaneled TPAs would deposit (cheque/demand Draft) with The OICL a sum of Rs. 5.00 lacs (5 lacs) for each district as interest free security money at the time of signing of Service Level Agreement. In the event the empaneled TPA do not undertake the job or breach the contract as specified, the security money would be forfeited.

11.2 The SD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of The Oriental Insurance Co. Ltd., on any scheduled bank, payable at KOLKATA.

12. Documents Comprising the RFP:

12.1 The Bidder would provide all the information as per this document. Only those Proposals that are received in the required format and are complete in all respects would be evaluated. Each Proposal shall comprise the following:

A. Qualification Criteria:

- a. Covering letter in the format set out in Appendix C , as applicable
- b. Details of the Bidder in the format set out in Appendix D, as applicable
- c. Anti-collusion certificate in the format set out in Appendix E
- d. Technical Bid Format along with Proof of Eligibility (Qualification Criteria) in the format set out in Annexure F
- e. Evaluation of Technical Proposal as per Annexure G
- f. Power of Attorney for signing the Bid in the format set out in Annexure I.
- g. Letter of Undertaking as per Annexure J.

B. Technical Proposal:

Technical proposal in the format as set out in Appendix G. The technical proposal should be sealed in a separate envelope clearly marked in bold "SECTION A –TECHNICAL PROPOSAL FOR SERVICING SWASTHYA SATHI written on top of the envelope.

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

C. Financial Proposal:

The Bidder is expected to quote the rates for 1 year as per the format provided in Appendix H. However, the Financial Proposal shall be evaluated as a whole.

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

12.2 Bidders are advised to study the Tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender document with full

understanding of its implications. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal.

13. Sealing and Marking of Proposal:

13.1 The bidder shall seal the technical and financial bids in two separate envelopes superscribed with type of bid. Further, these two sealed envelopes will be placed in single sealed envelope.

13.2 The single envelope, containing two sealed envelopes of technical and financial bids must be super-scribed with the following information:

- a. Name and Address of Bidder.
- b. Contact person and phone numbers.
- c. Bid for : "Swasthya Sathi Scheme".

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

14. Proposal Due Date: On or before dated 09/01/2020. By 5 P.M.

14.1 Complete bid document should be submitted to The OICL on or before dated 09/01/2020 by 5 P.M. .Bid documents received later than the prescribed date and time will not be considered for evaluation. Proposals submitted by either facsimile transmission or telex will not be accepted.

14.2 The OICL may in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

Proposals are to be opened in the presence of Tender Evaluation Committee, only.

15. Evaluation:

15.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Appendix F & G respectively.

15.2 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of this document and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this document. There should be two documents to check the eligibility of the TPAs.

- Checklist- Containing all minimum requirements for the bidder- If the bidder do not have all the minimum requirements then it shall be disqualified.
- The Scoring sheet.

15.3 The Proposal would be considered to be responsive if it meets the following conditions:

- a. It is received /deemed to be received by the Proposal Due Date including any extension thereof.
- b. It is signed, sealed and marked as stipulated in Clause 7 and Clause 8.

- c. It contains all the information and documents as requested in this document.
- d. It contains information in formats specified in this document.
- e. It mentions the validity period as set out in Clause 5.
- f. There are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is the one that confirms to the preceding requirements without material deviation or reservation.

A material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) Which limits in any substantial way, inconsistent with this document, The OICL's rights or the Bidder's obligations under the Agreement, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

15.4 The responsive proposals shall be evaluated as per the criteria set out in Appendix F & G.

15.5 The Bidder shall submit the Technical Proposal as set out in Appendix G.

15.6 The format for quoting the Financial Proposal is set out in Appendix H.

15.7 The Financial Proposals of only the Technically Qualified Bidders would be opened.

15.8 The Bidder making the lowest Financial Proposal i.e. lowest Service Charges would be declared as the Preferred Bidder. The OICL may either choose to accept the Proposal of the Preferred Bidder or invite him/her for negotiations. The OICL reserves the right to reject any or all tenders without assigning any reason.

15.9 In case there are two or more Bidders quoting the same lowest Financial Proposal, The OICL may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the OICL. The information of negotiations will be given to all the bidders.

15.10 The OICL reserves the right to reject any Proposal, if:

- a) At any time, a material misrepresentations made or discovered; or
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

16. In the event of acceptance of the Preferred Bidder with or without negotiations, The OICL shall declare the Preferred Bidder as the Successful Bidder. The OICL shall notify the Successful Bidder through a Letter of Award (LoA) that its Proposal has been accepted.

17. The Successful Bidder shall enter into an agreement **ON THE SAME DAY** of the issue of Letter of Award (LoA) or within such further time as the OICL may agree to, in its sole discretion.

18. Period of Agreement:

The agreement with the TPA will be for a period of 1 years (from the date of signing the

agreement) .

19. Payment of Service Charges:

The OICL will pay the Service Charges to the TPA directly in 4 (four) installments of the total service charges as under:

19.1) The first installment of TPA fees will be 25% of the annual fees payable, only after receipt of first installment of premium from GOVT. OF WEST BENGAL.

19.2) The second installment of TPA fees will be 25% of the annual fees payable, only after receipt of second installment of premium from GOVT. OF WEST BENGAL.

19.3) The third installment of TPA fees will be 25% of the annual fees payable, only after receipt of third installment of premium from GOVT. OF WEST BENGAL.

19.4) Remaining 25% of the TPA fees shall be paid at the expiry of the policy and after receipt of final instalment from Govt. of West Bengal.

20. Failure of the Successful Bidder to comply with the requirements of Clause 14 or Clause 17 shall constitute sufficient grounds for the annulment of the Letter of Award (LoA). In such an event, The OICL reserves the right to;

- a. Either invite the next lowest Bidder for negotiations, or;
- b. Take any such measures as may be deemed fit in its sole discretion, including annulment of the bidding process.

21. Notwithstanding anything contained in this document, The OICL reserves the right to appoint one or more TPA to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

22. The provisions of **all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the SWASTHYA SATHI Scheme as issued by GOVT OF WEST BENGAL or as decided by The OICL** shall be applicable on the selected bidder and all the roles, responsibilities and duties of the insurer as are mentioned in the said Tender Document or as decided by Govt. of West Bengal or The OICL at any stage, shall be undertaken by the selected Third Party Administrator.

TPA shall assist in fulfillment of all commitments made by The OICL with Govt. of W.B..

23. If Swasthya Sathi Scheme issued by Govt. of W.B. or The OICL make any modification in the scheme or the responsibilities, roles and duties of the insurer, the same shall be applicable on the selected bidder.

24. The OICL reserves the right to modify this tender document at any point which shall be binding on the selected bidder.

25. The interpretation of provisions as mentioned in point 22 above, in case of any ambiguity, shall be as per the OICL.

26. The Turn-Around-Time for processes related to claims, pre- authorization, data submission, penalty clause , adverse measures, redressal of grievances, all other terms & conditions for claim processing will be strictly in accordance with Swasthya Sathi Scheme of Govt. of West Bengal.

27. SCOPE OF WORK : As per Annexure B

28. General

Confidentiality and Propriety Data

28.1 The Tender Documents, and all other documents and information that are provided by the Swasthya Sathi Scheme, Govt of W.B. are and shall remain the property of the OICL and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.

28.2 The OICL 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 set out in these Tender Documents.

28.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the OICL or such Bidder on or matters arising out of or concerning the Bidding Process.

28.4 Except as stated in these Tender Documents, the OICL will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The OICL may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the OICL or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

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 State capital, KOLKATA shall have exclusive jurisdiction over all disputes arising under,

pursuant to and/or in connection with the Bidding Process.

IEC ACTIVITIES FOR SWASTHYASATHI SCHEME TO BE IMPLEMENTED BY TPAs

1. **Wall Writing:** As per approved content of SNA in all Block/Municipality/District Subdivisions. At least one wall writing (Minimum 10&4 Feet) per 5000 families covered. Site to be provided by local administration per policy year.

2. **Permanent Hoarding:** In all empaneled Public Hospitals/ in all Panchayat/Block /Municipality/ District Subdivisions office.

3. **Flex banners:** as per the requirement of the District authorities in all Govt Sponsored Melas and the Puja Pandals during Durga puja/Kali puja.

4. **Miking:** At least once in all Gram panchayats area as per the instruction of local authorities preferably prior to health camps.

5. **Health camps:** At least two health camps per Gram Panchayats/wards per year.

6. **Distribution of leaflet and updated Hospital Booklet:** To be given to each beneficiary during start of policy or renewal policy.

7. **Newspaper Ad:** prior to start/Renewal/extension of Policy. At least another one during the policy in Leading dailies.

8. **Radio Jingles/Television Spot:** At least 5 days duration per district allotted.

9. **Engagement of Intermediary agency including TPA:**

10. **Evaluation/Impact Study by mutually agreed expert on the field:** At least one study per district per year

11. **Call Center support:** As per provisions in the agreement. The responsibility of the TPA is to

maintain a 24 * 7 Call Centre and set up a feedback system.

12. Meeting, Seminar Workshop at District level: At least two workshops with Hospitals per Year. Quarterly review meeting in all districts involving all stake holders.

13. Miscellaneous: Other IEC Activities recommended by the State Nodal Agency. Department of Health & Family Welfare Government of West Bengal, Swasthya Bhawan (Swasthya Sathi Cell),

DELIVERY OF SERVICES BY INTERMEDIARIES

The TPAs may enter into service agreement(s) for the purposes of ensuring effective implementation and outreach to Beneficiaries and to facilitate usage by Beneficiaries of Benefits covered under this tender. The TPAs will compensate such intermediaries for their services at an appropriate rate.

These Intermediaries can be hired for providing two types of services which are given below:

Third Party Administrators, Smart Card Service Providers

Performance of TPA in claim management and quality of services to be reviewed Jointly in quarterly review meetings. The role of these agencies may include among others the following:

- I. To manage and operate the Enrollment process;
- II. To manage and operate the empanelment and de-empanelment process;
- III. To manage and operate the District Kiosk;
- IV. To provide, install and maintain the smart card related infrastructure at the public Hospitals. TPAs would also be responsible for training all empaneled hospitals on the “Swasthya Sathi” policy as well as usage of the system;
- V. To manage and operate the Toll Free Call Center;
- VI. To manage and operate the claim settlement process;
- VII. To conduct field Audit at enrollment stations and hospitals; and
- VIII. To provide IEC and BCC activities.
- IX. The TPA or its representative(s) shall deliver the smart card to each Swasthya Sathi Beneficiary Family unit at the time of enrollment FREE OF COST.
- X. The cost of smart card , enrollment charges and delivery charges is to borne by the TPA.

Appendix 12
Guidelines for the “Swasthya Sathi” District Kiosk and Server

Computer (1 in number)	<ul style="list-style-type: none"> ▪ This should be capable of supporting all other devices required. ▪ It should be loaded with standard software as per specifications provided by the SNA, DoH&FW.
Fingerprint Scanner / Reader Module (1 in number)	<ul style="list-style-type: none"> ▪ Thin optical sensor ▪ 500 ppi optical fingerprint scanner (22 x 24mm) ▪ High quality computer based fingerprint capture (enrollment) ▪ Preferably have a proven capability to capture good quality fingerprints in the Indian rural environment ▪ Capable of converting fingerprint image to RBI approved ISO 19794-2 template. ▪ Preferably Bio API version 1.1 compliant
Camera (1 in number)	<ul style="list-style-type: none"> ▪ Sensor: High quality VGA ▪ Still Image Capture: up to 1.3 megapixels (software enhanced). Native resolution is 640 x 480 ▪ Automatic adjustment for low light conditions
Smart card Readers (2 in number)	<ul style="list-style-type: none"> ▪ PC/SC and ISO 7816 compliant ▪ Read and write all microprocessor cards with T=0 and T=1 protocols ▪ USB 2.0 full speed interface to PC with simple command structure ▪ PC/SC compatible Drivers
Smart card printer (1 in number)	<ul style="list-style-type: none"> ▪ Supports Color dye sublimation and monochrome thermal transfer ▪ Edge to edge printing standard

Selection Of TPA for Servicing of SWASTHYA SATHI, GOVT OF W.B.

	<ul style="list-style-type: none"> ▪ Integrated ribbon saver for monochrome printing ▪ Prints at least 150 cards/ hour in full color and up to 1000 cards an hour in monochrome ▪ Minimum Printing resolution of 300 dpi ▪ Compatible with Windows / Linux ▪ Automatic or manual feeder for Card Loading ▪ Compatible to Microprocessor chip personalization
Telephone Line (1 in number)	<ul style="list-style-type: none"> ▪ This is required to provide support as a helpline
Internet Connection	<ul style="list-style-type: none"> ▪ This is required to upload/send data

1.2.2. Software components:

Operating System	<ul style="list-style-type: none"> ▪ Vendor can adapt any OS for their software as long as it is compatible with the software
Database	<ul style="list-style-type: none"> ▪ Vendor shall adapt a secure mechanism for storing transaction data
System Software	<ul style="list-style-type: none"> ▪ District Server Application Software <ul style="list-style-type: none"> • For generation of URN • Configuration of enrollment stations • Collation of transaction data and transmission to state nodal agency as well as other insurance companies <ul style="list-style-type: none"> ▪ Beneficiary enrollment software ▪ Card personalization and issuance software ▪ Post issuance modifications to card ▪ Transaction system software <p>[NOTE: It is the insurance company's responsibility to ensure in-time availability of these software. All these software must conform to the specifications laid down by DoH&FW. Any modifications to the software for ease of use by the insurance company can be made only after confirmation from DoH&FW. All software would have to be certified by competent authority as defined by DoH&FW.]</p> <p>1.2.3. Smart card: The card issuance system should be able to personalize a 64KB NIC</p>

1.2.3. Smart card: The card issuance system should be able to personalize a 64KB NIC certified SCOSTA smart card for the "Swasthya Sathi" scheme as per the card layout.

In addition to the above mentioned specifications, a **district kiosk card** (issued by the DoH&FW) should be available at the district kiosk.

1.3. Purpose of the district kiosk: The district kiosk is the focal point of activity at the district level, especially once the smart card is issued (i.e. post-issuance). Re-issuing lost cards, card splitting and card modification are all done at the district kiosk. Detailed specifications are available in the enrollment specifications. It should be ensured that in a single transaction only one activity/ updation should be carried out over the card i.e., there should not be a combination of card re issuance + modification or modification + split or re issuance + split. The district kiosk would also enable the business continuity plan in case the card or the devices fail and electronic transactions cannot be carried out. Following will be the principal functions of a district kiosk:

1.3.1.1. Re-issuance of a card: This is done in the following cases:

1.3.1.1.1. The card is reported as lost or missing through any of the channels mentioned by the smart card vendor/insurance company, or, **the card is damaged**

1.3.1.1.2. At the district kiosk, based on the URN, the current Card serial number will be marked as hot-listed in the back end to prevent misuse of the lost/missing/damaged card.

1.3.1.1.3. The existing data of the beneficiary – including photograph, fingerprint and transaction details – shall be pulled up from the district server, verified by the beneficiary and validated using the beneficiary fingerprints.

1.3.1.1.4. The beneficiary family shall be given a date when the reissued card may be collected.

1.3.1.1.5. It is the responsibility of the insurance company to collate transaction details of the beneficiary family from their central server (to ensure that any transactions done in some other district are also available)

1.3.1.1.6. Card should be personalized with details of beneficiary family, transaction details and insurance details within the defined time using the District Kiosk Card (MKC) for key insertion.

1.3.1.1.7. The cost of the smart card [not exceeding INR 25] would be paid by the beneficiary at the district kiosk, as prescribed by the nodal agency in the contract.

1.3.2. Card splitting: Card splitting is done to help the beneficiary to avail the facilities simultaneously at two diverse locations i.e. when the beneficiary wishes to split the insurance amount available on the card between two cards. The points to be kept in mind while performing a card split are:

1.3.2.1. The beneficiary needs to go to the district kiosk for splitting of card in case the card was not split at the time of enrollment.

1.3.2.2. The existing data including text details, images and transaction details shall be pulled up from the district server. **(Note: Card split may be carried out only if**

there is no blocked transaction currently on the card.)

1.3.2.3. The fingerprints of any family member shall be verified against those available in card.

1.3.2.4. The splitting ratio should be confirmed from the beneficiary. Only currently available amount (i.e. amount insured – amount utilized) can be split between the two cards. The insured amount currently available in the main card is modified.

1.3.2.5. The cost of the additional smart card needs to be paid by the beneficiary at the district kiosk, as prescribed by Nodal Agency at the time of contract.

1.3.2.6. The beneficiary's existing data, photograph, fingerprint and transaction details shall be pulled up from the district server and a fresh card (add-on card) will be issued immediately to the beneficiary family. Both cards would have details of all family members.

1.3.2.7. The existing card will be modified and add on card issued using the MKC card

1.3.2.8. Fresh and modified data shall be uploaded to the central server as well.

1.3.3. **Card modifications:** This process is to be followed under the following circumstances,

- Only the head of the family was present at the time of enrollment and other family members need to be enrolled to the card, or, in case all or some of the family members are not present at the enrollment camp.
- In case of marriage of the beneficiary the spouse is to be added to the card.

There are certain points to be kept in mind while doing card modification:

1.3.3.1. Card modification can only be done at the district kiosk of the same district where the original card was issued.

1.3.3.2. In case a split card was issued in the interim, both the cards would be required to be present at time of modification.

1.3.3.3. Card modification during the year can only happen under the circumstances already mentioned above.

1.3.3.4. A new photograph of the family may be taken (if all the members are present or the beneficiary family demands it).

1.3.3.5. Fingerprint of additional members needs to be captured.

1.3.3.6. Data of family members has to be updated on the chip of the card.

1.3.3.7. The existing details need to be modified in the database (local and central server).

1.3.3.8. The existing card will be modified using the MKC card

1.3.4. Transferring manual transactions to electronic system

1.3.4.1. In case transaction system, devices or card fails at the hospital, the hospital would inform the District kiosk and complete the transaction manually

1.3.4.2. Thereafter the card and documents would be sent across to the District Kiosk by the hospital

1.3.4.3. The district kiosk needs to check the reason for transaction failure and accordingly take action

1.3.4.4. In case of card failure

1.3.4.4.1. The card should be checked and in case found to be non-functional, the old card is to be shortlisted and a new card re-issued as in the case of duplicate card.

1.3.4.4.2. The new card should be updated with all the transactions as well

1.3.4.5. In case of software or device failure, the device or software should be fixed/ replaced at the earliest as per the SLA

1.3.4.6. The district kiosk should have the provision to update the card with the transaction.

1.3.4.7. The database should be updated with the transaction as well

1.3.4.8. The card should be returned to the Hospital for handing back to the beneficiary

2. District/ TPAs Server

The district /TPAs server is responsibility of the TPAs and is required to:

- Set up and configure the Beneficiary data for use at the enrollment stations
- Collate the enrollment data including the fingerprints and photographs and send it on to SNA periodically
- Collate the transaction data and send it on to SNA periodically
- Ensure availability of enrolled data to District kiosk for modifications at all times

2.1. Location of the district server: The district server may be co-located with the district kiosk or at any convenient location to enable technical support for data warehousing and maintenance.

2.2. Specifications of the district server: The minimum specifications for a district server have been given below, however the Insurance Company's IT team would have to arrive at the actual requirement based on the data sizing.

CPU	▪ Intel Pentium 4 processor (2 GHz), 4 GB RAM, 250 GB HDD [Note: As per actual usage, additional storage capacity may be added.]
Operating System	▪ Windows 2008 R2
Database	▪ SQL 2008 Enterprise Edition or higher

3. Responsibilities of the TPAs/Smart Card Service Provider with respect to District Kiosk and District Server:

3.1.1. The TPAs needs to plan, setup and maintain the district server and district kiosk as well as the software required to configure the validated Beneficiary data for use in the enrollment stations. If so required by the District Administration, TPAs shall have to set up and maintain Kiosk at the Sub-Divisional Office too.

3.1.2. Before enrollment, the TPSs / service provider will download the certified Beneficiary data from the “Swasthya Sathi” website and would ensure that the complete, validated beneficiary data for the district is placed at the district server and that the URNs are generated prior to beginning the enrollment.

3.1.3. The enrollment kits should contain the validated beneficiary data for the area where enrollment is to be carried out.

3.1.4. The beneficiary and members of PRI should be informed at the time of enrollment about the location of district kiosk and its functions.

3.1.5. The TPAs needs to install and maintain the devices to read and update smart cards at the district kiosk and the empaneled hospitals. While the State Nodal Agency owns the hardware at the district kiosk, the hospital owns the hardware at the hospital.

3.1.6. It is the TPAs responsibility to ensure in-time availability of the software(s) required, at the district kiosk and the hospital, for issuing Smart cards and for the usage of smart card services. All software(s) must conform to the specifications laid down by Department of Health & Family Welfare. Any modifications to the software(s) for ease of use by the insurance company can be made only after confirmation from Department of Health & Family Welfare. All software(s) would have to be certified by a competent authority as defined by Department of Health & Family Welfare.

3.1.7. It is the responsibility of the service provider to back up the enrollment and personalization data to the district server. This data (including photographs and fingerprints) will thereafter be provided to the Department of Health & Family Welfare in the prescribed format.

3.1.8. It is the responsibility of the TPAs or their service provider to set up a help desk and technical support center at the district. The help desk needs to cater to beneficiaries, hospitals, administration and any other interested parties. The technical support center is required to provide technical assistance to the hospitals for both the hardware & software. This may be co-located with the District Kiosk