

TENDER DOCUMENT

For selection of Group Health Insurance Provider



For

“Swasthya Sathi” Scheme

Implemented by the

Government of West Bengal

Department of Health & Family Welfare

Issued / Released on 15th November, 2019

Memo no.: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW / 1633 Date: 15.11.2019

NOTICE INVITING TENDER (NIT)

E-Tender for providing Group Health Insurance to the beneficiaries under Swasthya Sathi Scheme implemented by the Health & Family Welfare Department (Swasthya Sathi cell), Govt. of West Bengal

SECTION I: NOTICE INVITING e-Tender (NIT)

1. The State Nodal Officer, Swasthya Sathi, under the Department of Health and Family Welfare, Government of West Bengal, hereinafter referred to as “Swasthya Sathi”, invites online bids from interested bidders for participation in a bid process for selection of **IRDA Registered, both private as well as public Insurance Company, for providing Group Health Insurance to the beneficiaries under Swasthya Sathi Scheme implemented by the Health & Family Welfare Department (SWASTHYA SATHI cell), Govt. of West Bengal.**

2. Date and Time Schedule of e-Tender:

Sl No	Particulars	Date & Time
1	Date of Publishing NIT online	15.11.2019 at 11.00 AM
2	Online documents download start date	16.11.2019 at 9.00 AM
3	Online documents download end date	09.12.2019 at 5.00 PM
4	Pre-bid meeting to be held at headquarters of “SWASTHYA SATHI”	29.11.2019 at 3.00 PM
5	Online Bid submission start date	30.11.2019 at 03.00 PM
6	Online Bid Submission closing date and time	09.12.2019 at 5.00 PM
7	Online Bid opening date for Technical Proposals	12.12.2019 at 11.30 AM
8	Date of online uploading list for Technically Qualified Bidders	13.12.2019 at 11.00 AM
9	Date of online opening of Financial Proposal	14.12.2019 at 11.30 AM

Note:

- (1) Interested bidders may like to be present during pre-bid meeting, the opening and evaluation of Technical Bids as well as the Opening of Financial Bids.
- (2) In the event, the date(s) for pre-bid meeting is declared as holiday for the “SWASTHYA SATHI”, such event shall be scheduled for the same time of the next working day for “SWASTHYA SATHI”.
3. Intending bidder may download the tender documents from the website <https://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate.
4. Both Technical Bid and Financial Bid, duly digitally signed, are to be submitted in the website <https://www.wbtenders.gov.in>. The bid submitted should be addressed to the tender inviting authority, i.e., to:

**The Secretary,
Department of Health and Family Welfare &
State Nodal Officer, Swasthya Sathi,
Government of West Bengal,
Swasthya Bhawan (Swasthya Sathi Cell),
GN 29, Sector V, Saltlake, Kolkata 700091.**

5. Financial Bid is to be submitted through online only; this is mandatory. It is to be noted here that no financial bid by offline mode or by hand will be opened.
6. The FINANCIAL BIDS of the prospective bidders will be opened only if the TECHNICAL BID of the bidder is found qualified by the 'Tender Evaluation Committee' formed by the Department of Health & Family Welfare, Government of West Bengal. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect.

7. District/DKM Wise Target Beneficiary:

Sl.No.	Cluster	Name Of The District/ DKM Unit		Number Of Beneficiaries Already Enrolled	Total Target (Approx)	Sl.No.	Cluster	Name Of The District/ DKM Unit	Number Of Beneficiaries Already Enrolled	Total Target (Approx)
1	I	Alipurduar		1,03,373	1,50,000	2	I	Coochbehar	2,83,155	3,00,000
3		Darjeeling	Darjeeling (GTA)	79,987	1,20,000	4		Dakshin Dinajpur	1,22,938	1,50,000
			Darjeeling (SMP)							
5		Jalpaiguri		2,09,689	2,50,000	6		Kalimpong	11,394	20,000
7		Malda		2,92,772	3,00,000	8		Uttar Dinajpur	1,25,133	1,50,000
Total For Cluster-I (Alipurduar, Darjeeling GTA, Darjeeling SMP, Kalimpong, Malda,Jalpaiguri,Uttar Dinajpur,Dakshin Dinajpur and Cooch Bihar)									12,28,441	14,40,000
1	II	Bankura		4,94,659	5,20,000	2	II	Birbhum	3,31,967	3,50,000
3		Jhargram		1,10,476	1,50,000	4		Hooghly	3,66,120	3,90,000
5		Paschim Bardhaman		54,249	80,000	6		Paschim Medinipur	3,73,135	4,00,000
7		Purba Bardhaman		2,88,052	3,00,000	8		Purba Midnapore	3,67,348	3,80,000
9		Purulia		2,58,891	3,00,000					
Total For Cluster-II (Purulia,Bankura, Paschim Medinipur, Jhargram, Purba Medinipur, Birbhum,Paschim Bardhaman, Purba Bardhaman, Hooghly)									26,44,897	28,70,000
1	III	South 24 Parganas		4,94,183	5,20,000	2	III	Howrah	2,00,269	2,50,000
3		Kolkata		31,586	45,000	4		Murshidabad	4,46,139	4,70,000
5		Nadia		3,01,958	3,50,000	6		North 24 Parganas	4,06,477	4,30,000
Total For Cluster-III (North 24 Parganas, South 24 Parganas, Kolkata, Howrah,Nadia,Murshidabad)									18,80,612	20,65,000

8. Amendment to Tender Document

- 8.a. Amendments, if any, subsequent to pre-bid meeting shall be issued through NIC hosted web portal on the same day. (<https://www.wbtenders.gov.in>).

- 8.b. Conditional / Incomplete tender will not be accepted under any circumstances.

9. Pre-bid Conference

- 9.a. Bidders are encouraged to attend the Pre Bid Conference on 29.11.2019 at 03:00 PM to be held at Sathi Building (7th Floor), Swasthya Bhaban Campus, GN-29, Sector V, Salt Lake, Dept of H&FW, Kolkata-700091.
- 9.b. Clarification regarding Bid procedure can be sought by both online and offline mode by the authorised signatory in the letterhead of the company till the prescribed time-schedule as mentioned above.

10. INSTRUCTION TO BIDDERS

10.a. General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been detailed at Section III (**Preparation of Bids for e-Tender**) and Section IV (**General Instructions to Bidders**) for assisting the IRDA registered Insurance Companies to participate in e-Tendering.

10.a.i. IRDA registered Insurance Companies:

Any IRDA registered Insurance Company willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://www.wbtenders.gov.in> (the web portal of Government of West Bengal Tenders maintained by NIC). The IRDA registered Insurance Company is required to click on the link for e-Tendering site as given on the web portal.

10.a.ii. Digital Signature certificate (DSC):

Each IRDA registered Insurance Company is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

The IRDA registered Insurance Company can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website mentioned in Clause 10.a.i. using the Digital Signature Certificate.

This is the only mode of collection of Tender Documents.

10.a.iii. Submission of Tenders:

Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded are virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

10.a.iii-A. Technical Proposal:

The Technical proposal should contain the following documents in PDF format, being the **Statutory Cover Containing the following documents (All Annexure to be properly filled, scanned in readable format, digitally signed and uploaded as mentioned):**

1) IRDA Certification

2) **TECHNICAL DOCUMENTS**

- Annexure A
- Annexure B
- Annexure C
- Annexure D
- Annexure E
- Annexure F

10.a. iii-B. Financial Bid Submission

Financial bid must be submitted in prescribed mode of e-tender process in Bill of Quantity (BOQ) through web portal (<https://www.wbtenders.gov.in>). Financial Bids are invited individually for three clusters comprising of specified districts. Districts covered under each of three clusters have been detailed at Section III (**Preparation of Bids for e-Tender**) In addition, the bidders will be required to submit document in the format specified at Annexure G of the tender document.

11. Bidders Responsibility.

- 11.a. It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this NIT. In addition, the bidder must go through the Terms & Conditions of the bid uploaded in the tender portal. Any failure or omission in the submission of bid documents shall not be considered and may be liable for cancellation.
- 11.b. All the relevant Annexure of both Technical & Financial Bid should be uploaded in e-tender web portal on Company's Letter head as prescribed in the Tender Document.

12. Award.

12. a. Award or Selection will be made cluster-wise to the technically successful Bidder offering L₁ rate (Lowest premium amount) for the respective cluster for insurance coverage upto ₹1.50 lakh per beneficiary family per annum on floater basis.
12. b. The selected bidder from the technically qualified bidders for Swasthya Sathi IPD packages for each cluster shall have to agree to provide all facilities at the lowest quoted premium amount by any bidder for that cluster. Selection of bidder shall be done for each cluster separately based on financial rate offered for IPD coverage.-The L₁ bidder for claim servicing shall have to match his rates with the L₁ rate for the cluster for beneficiary enrolment providing Swasthya Sathi Smart Cards.
12. c. State Nodal Agency, Swasthya Sathi has discretion on mutual agreement with the insurer to implement specific OPD service package for Swasthya Sathi at later stage subject to administrative and financial approval of the State authorities.

13. RIGHTS OF STATE NODAL AGENCY

13. a. The State Nodal Agency reserves the right, in its sole discretion and without any liability to the Bidders, to:
13. a. i. Accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s);
13. a.ii. Accept the lowest or any Bid;
13. a.iii. 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.

14. The contact person for this e-Tender shall be: Joint Secretary, Swasthya Sathi Cell, Health & Family Welfare Department, Government of West Bengal.
15. Any subsequent notice regarding this e-Tender shall be uploaded on this website only. Bidders are requested to check this website regularly for this purpose.
16. This e-Tender document comprises of the following sections:
 - Section I: Notice inviting e-Tender (NIT), i.e., this e-Tender document;
 - Section II: Terms of Reference;
 - Section III: Preparation of Bids for e-Tender;
 - Section IV: General Instructions to Bidders; and
 - Section V: General Conditions of Contract.

Additional Secretary,
&
State Nodal Officer- Swasthya Sathi,
Health & Family Welfare Department,
Government of West Bengal

E mail: swasthyasathiwbg@gmail.com
Phone: 033-40068263
Fax: 033-23577747

SECTION II: TERMS OF REFERENCE

TERMS OF REFERENCE

I. **BACKGROUND OF THE SWASTHYA SATHI SCHEME**

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:

1. Dedicated Centralized Database Server;

2. Single Window Online System for:

- 2.1. Collection of existing Data, Verification and Finalization thereof;
- 2.2. Enrolment through Centralised Server Database;
- 2.3. Issue of Smart Card/PVC Card (Bar Coded)/Magnetic Card (Strip);
- 2.4. Empanelment of hospitals including Govt Hospitals;
- 2.4. Mapping with empanelled hospitals including Govt Hospitals and capture transactions with them (Online Admission/Registration of patients, Pre-authorization, Online Grievance & Redressal);
- 2.5. Claim Management including Direct Fund Transfer by Swasthya Sathi Samiti with the hospitals and District units as well as Insurance Companies; and
- 2.6. Different MIS Reports.

II. SCHEME FEATURES

1. NAME

Name of the scheme is “SWASTHYA SATHI”.

2. OBJECTIVE

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.

3. BENEFICIARIES

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 23 districts. This tender is invited to cover an estimated number of 64 lakh such families of those 23 Districts of West Bengal, which may be extended upto 1.5 Crore families of the State. Districtwise vis-a-vis Clusterwise details of estimated number of families proposed to be covered under this tender are given in Section – I of this Tender document.

NOTE: In addition to the estimated number of beneficiaries as given in clause 3, the State Government may add more Beneficiaries to the scheme. Same terms and conditions including Premium shall be applicable to additional beneficiary families.

4. ENROLMENT UNIT AND ITS DEFINITION

4.1 Unit of Enrolment

The unit of enrolment for “SWASTHYA SATHI” is family.

4.2 Size of Family

The size of the enrolled family is the whole family consisting of members as defined below for availing of the benefit under “SWASTHYA SATHI”.

4.3 Definition of Family

- a) There is no upper cap on family size;
- b) A family to be covered under Swasthya Sathi Scheme would comprise of beneficiary herself / himself, spouse of the eligible beneficiary, dependent children of the beneficiary and parents of both the spouses;
- c) Cards to be issued in the name of the eldest Female Member of the family;
- d) If the spouse of the head of the family is listed in the Beneficiary Database, the spouse shall mandatorily be part of the Beneficiary Family Unit;
- e) If the head of the family is absent at the time of enrolment, the spouse shall become the head of the family for the purpose of the “SWASTHYA SATHI”;
- f) The head of the family shall nominate dependants as part of the Beneficiary Family Unit from the dependants that are listed or added during enrolment as part of the family in the Beneficiary Database.

Note: However, at the members enlisted in the Smart Card on the day of agreement shall continue to get benefit for the entire Policy Period until deleted by Head of Family (HOF) or District Authorities.

4.4 Already enrolled beneficiaries

As on date, 57 lakhs number of beneficiary families has already been enrolled under Swasthya Sathi Scheme and are holding holding valid Smart Cards.

As above beneficiary families are holding smart cards for Swasthya Sathi, no fresh enrolment for such beneficiaries are required, however addition/deletion/modification for the members shall be done through Permanent enrolment centre or District Kisosk. However, Insurance Company has to make fresh enrolment in respect of those families which have already been identified by State Nodal Agency, but not enrolled in Swasthya Sathi in the meantime, or newly identified category of families from time to time to be notified to the Insurance Company by the SNA.

5. BENEFITS

5.1 Benefit Package

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

- a. Coverage for meeting expenses of hospitalization for medical and/or surgical procedures, including maternity benefit and new born care, to the enrolled families for up to ₹5,00,000/- per family per year in any of the empanelled health care providers. The benefit to the family will be on floater basis, *i.e.*, the total ₹5,00,000/- can be availed individually or collectively by members of the family per year.
- b. Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Appendix 1**.
- c. Coverage of health services related to surgical nature for defined procedures on a day care basis shall also be provided. The Insurance Company shall provide coverage for the defined day care treatments/ procedures as given in Appendix 2.
- d. Provision for transport allowance of ₹200 per hospitalisation, subject to an annual ceiling of ₹2000, shall be a part of the package. This will be provided by the hospital to the beneficiary at the time of discharge in cash.
- e. Pre and post hospitalization costs up to 1 day prior to hospitalization and up to 5 days from the date of discharge from the hospital shall be part of the package rates.
- f. Screening and Follow up care is to be provided as separate day care packages. This is separate from Pre and post hospitalisation coverage as mentioned in Section 5.1 (e) above.
- g. Maternity and Newborn Child will be covered as indicated below:

It shall include treatment taken in hospital/nursing home arising out of childbirth, including normal delivery/ caesarean section and/or miscarriage or abortion induced by accident or other medical emergency subject to exclusions given in **Appendix 1**.

Newborn child shall be automatically covered from birth upto the expiry of the policy for all the expenses incurred in taking treatment at the hospital as in-patient. This benefit shall be a part of basic sum insured and new born will be considered as a part of insured family member till the expiry of the policy subject to exclusions given in **Appendix 1**.

The coverage shall be from day one of the inception of the policy. However, normal hospitalisation period *for both mother and child* should not be less than 48 hours *post delivery*.

Note:

- i. For the ongoing policy period until its renewal, new born will be provided all benefits under “SWASTHYA SATHI”.
- ii. Verification for the newborn can be done by any of the existing family members who are enrolled in “SWASTHYA SATHI” through the same smart card as that of the mother.

5.2 Package Rate

5.2.1 The Insurer’s liability for any medical or surgical treatment, procedure or intervention or listed day care procedure under the benefits package shall be no more than the Package Rates that is set out in **Appendix 3 and Appendix 3A**, for that medical or surgical treatment, procedure or intervention or listed day care procedure being set out in **Appendix 2**. If hospitalization is due to a medical condition, a flat per day rate will be paid depending on whether the Beneficiary is admitted in the General Ward or the Intensive Care Unit (ICU) or as approved through pre-authorisation.

5.2.2 These package rates (in case of surgical procedures or interventions or day care procedures) or flat per day rate (in case of medical treatments) will include:

- a. Registration Charges
- b. Bed charges
- c. Nursing and Boarding charges,
- d. Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
- e. Anaesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
- f. Medicines and Drugs,
- g. Cost of Prosthetic Devices, implants,
- h. X-Ray and other Diagnostic Tests etc,
- i. Diet to patient
- j. Expenses incurred for consultation, diagnostic test and medicines up to 1 day before the admission of the patient and cost of diagnostic test and medicine up to 5 days of the discharge from the hospital for the same ailment / surgery
- k. Transportation Charge of Rs. 200/- as applicable (payable to the beneficiary by the hospital at the time of discharge)
- l. Any other expenses related to the treatment of the patient in the hospital during such hospitalisation.

5.2.3 These package rates are so designed as to link with the gradation of Healthcare Providers graded into four categories, viz., Grade ‘A’, Grade ‘B’, Grade ‘C’ and Grade ‘R’ as detailed in Section 7.1 hereunder. R Grade Hospitals can be provided with the C- Grade packages if such R-Grade Hospitals are infrastructurally equipped with performing Grade C packages as per certification of CMOH of the District.

5.2.4 The package rates can be amended by State Nodal Agency before the issuance of bid or renewal of contract as the case may be. However, if this is done during the currency of the policy period, then it shall only be done with the mutual consent of the Insurer and State Nodal Agency;

Provided that the Beneficiary has sufficient insurance cover remaining at the time of seeking treatment, surgical or medical procedure or intervention or day care procedure for which package rates have been decided and that the claims preferred by the Empanelled Health Care Provider will be subject to online pre-authorization process by the Insurer. All preauthorisation to be given within 24 hours of uploading the preauthorisation request else it may be deemed to be approved by the insurer. The list of common procedures and package charges is set out in Appendix 3 (including Appendix 3A) to this tender, and will also be incorporated as an integral part of service agreements between the Insurer and its empanelled providers.

6. ELIGIBLE HEALTH CARE PROVIDERS

Both public and private healthcare providers which provide hospitalization would be eligible for empanelment under “SWASTHYA SATHI”, with gradation as per the availability of services and infrastructure in the hospitals and subject to such requirements for empanelment as outlined in this tender document.

7. EMPANELMENT OF HEALTH CARE PROVIDERS

The Insurer shall ensure that the enrolled beneficiaries under the scheme are provided with the option of choosing from a list of empanelled Providers for the purposes of seeking treatment. All network Hospitals providing Services under Swasthya Sathi on the day of signing of agreement between SNA and Insurer shall be deemed to be empanelled by the Insurer.

Health Care Providers having adequate facilities and offering services as stipulated in the guidelines will be empanelled after being inspected by qualified technical team of the Insurance Company or their representatives in consultation with the District Nodal Officer, “SWASTHYA SATHI”, and approved by the District Administration/ State Government/ State Nodal Agency. Hospitals should have the following criteria to be considered for empanelment under Swasthyasathi:

- a) All Hospital should have a valid CE certificate and other relevant hospital regulatory license like Bio-medical waste disposal, Fire Dept. clearance, NOC from Pollution Control Board, PNDT, etc.
- b) Hospital having bedstrength of 30 and above for inpatient healthcare. *However, in case of single Speciality Hospital, relaxation given for hospital with 20 inpatient beds to be eligible for empanellement and Gradation.*
- c) *General Hospitals having bed-strength within the range of 10 to 29 may also be empanelled as Grade ‘R’ hospital with limited access to packages.*
- d) Round-the-clock availability of manned Swasthya Sathi Help Desk and registration counter is to be ensured.
- e) RMO shall be available as per WB CE Act norm.
- f) All the doctors working in the hospitals, whether fulltime or part-time, should be registered under WB Medical Council/MCI/Other state Medical council.
- g) Round- the-clock availability of Nurses & Paramedic staff as per WB CE Act norm is to be ensured.
- h) Casualty should be equipped with emergency kit and medicines including Monitors, Defibrillator, Crash Cart, Resuscitation equipment, Oxygen, and Suction facility etc. and with emergency observation beds and attached drinking water & toilet facility.
- i) Round the clock (24 Hrs.) Pharmacy facilities either, In-house pharmacy or with ‘Tie-up’ with a nearby Pharmaceutical centre, whenever it is applicable, is to be ensured.
- j) Round-the-clock advanced diagnostic facilities either In-House or with Tie-up with a nearby Diagnostic Centre like In-house/Outer, round-the-clock basic diagnostic facilities for biochemical, pathological and radiology tests such as Calorimeter, Auto analyzer, Microscope, X-ray, E.C.G, USG. Etc., round-the-clock lab and imageology support, etc. is to be ensured.
- k) Fully equipped Operation Theatre along with required equipments as mentioned in the specific requirements for each Specialty is to be ensured.

- l) ICU facility with Monitors, Ventilators, Oxygen facility, Suction facility, Defibrillator, and required other facilities & requisite staff is to be ensured.
- m) Round-the-clock availability of specialists, Doctors, and support fields staff with on-call is to be ensured.
- n) Round-the-clock Blood Bank facilities either In-House or with Tie-up with a nearby Blood Bank is to be ensured.
- o) Round-the-clock own Ambulance facilities either In-house or with Tie-up is to be ensured.
- p) Physiotherapy centre facilities either 'In-House' or with 'Tie-up' with a nearby Physiotherapy Centre, wherever it is applicable, is to be ensured.
- q) All Hospital should maintain complete records as per ICD-10 as required on day-to-day basis. Necessary records of hospital / patients are to be provided to the SNA/Insurer/TPA as and when required.
- r) Separate male and female wards with toilet and other basic amenities are to be ensured.
- s) A safe drinking water facility for patients and patient party is to be ensured.
- t) Availability of Pantry/Kitchen facility for patient diets/ out sourced diet supply is to be ensured.
- u) Availability of well-ventilated waiting Area/Room for Patients and Patient party is to be ensured.
- v) Parking area for Ambulance and car parking for Doctors, Patients, and Visitors is to be ensured.
- w) Availability of canteen/cafeteria for Patient, Patient Party, visitors.
- x) Generator facility with required capacity suitable to the bed strength of the hospital should be installed.

Hospitals will be empanelled as per availability of facility like Specialty /Super speciality/ Services in the Hospitals.

If it is found that there are insufficient health care providers in a district or that the facilities and services provided by health care providers in a district are inadequate, State Nodal Agency can reduce the minimum empanelment criteria specified in this Section 7 on a case-to-case basis.

7.1 Gradation of Healthcare Providers: A committee of experts will recommend the gradation of hospitals into four categories, viz., Grade A, Grade B, Grade C and Grade R as per uploaded infrastructure and manpower details in SNA server and duly verified by the Insurance Company/CMOH. Any Hospital upgraded their infrastructure during pendency of the policy and applied for revised Grade shall be verified by the representative of CMOH and Insurer not later than 30 days of its online application. Decision of the committee of experts of SNA as per the recommendation of CMOH shall be final if there is delay on the part of insurer to verify the same beyond stipulated 30 days.

7.1.1 All Government hospitals (including Community Health Centres) as decided by the State Government and Employee State Insurance Scheme hospitals shall be categorised as follows:

- i. All Super/Multi Speciality Hospital/Medical College & Hospital: Grade A.
- ii. District Hospitals, State General Hospitals, Special Hospitals, SDH having CCU, SNCU High end Diagnostic Centres etc. : Grade B.
- iii. All other empanelled Hospitals having minimum 30 bedstrength for inpatients: Grade C.
- iv. General Hospitals having bedstrength within the range of 10 to 29: Grade R.

7.1.2 Private Healthcare Providers: Private Healthcare Providers will also be categorised into four Grades, viz., Grade A, Grade B, Grade C and Grade R as follows:

- i. All Private Super/Multi Speciality Hospitals/Medical College & Hospitals: Grade A.
- ii. Health Care Providers accredited by National Accreditation Board for Hospitals (NABH) : Grade A.

- iii. Hospitals that do not fall under above categories as detailed at 7.1.2(i) and 7.1.2(ii) but scored 80% and above as per Selection Criteria referred to Appendix-16: Grade A.
- iv. All other Hospitals scored at least 60% but below 80%: Grade-B.
- v. Other Hospitals (scoring below 60%) qualified for empanelment: Grade-C.
- vi. General Hospitals having bedstrength within the range of 10 to 29: Grade R.

7.2 Criteria for Empanelment of Public Health Care Providers

All Government hospitals with IPD facility and as decided by the State Government shall be empanelled. The hospitals shall have to be provided the complete transaction enabling infrastructure as has been defined in **Appendix 4**.

7.3 Criteria for Empanelment of Private Health Care Providers

The criteria for empanelling private hospitals and health care facilities would be as follows:

- a. Out Patient Services (OPD) for Swasthya Sathi Beneficiaries in the Empanelled Hospitals will be free of Cost;
- b. Hospitals will be categorized into different grades, viz., Grade A, Grade B, Grade C and Grade R taking into consideration the Specialty /Super-speciality Services available in the Hospitals;
- c. The facility should have at least 30 functioning inpatient beds or as determined by State Nodal Agency, an operational pharmacy and diagnostic services, or having tie-up with the same in close vicinity so as to provide 'cashless' service to the patient; however, the facilities having bed-strength within the range of 10 to 29 may also be empanelled as Grade R with access to limited packages as prescribed by the SNA;
- d. Those facilities undertaking surgical operations should have a fully equipped Operating Theatre of their own.
- e. The facility should have fully qualified doctors (at least MBBS) and qualified nursing staff under its employment round the clock.
- f. The facility should maintain necessary records as required and provide necessary records of the insured patient to the Insurer or his representative/ Government/Nodal Agency as and when required.
- g. The facility should have registration with Income Tax Department.
- h. The facility should have Telephone and Internet facilities.

Note: The private hospitals considered as empanelled should have to procure complete transaction-enabling infrastructure, as has been defined in **Appendix 4**, enabled for raising claims on Insurance Company/Swasthya Sathi Samiti.

7.4 IT Infrastructure needed for Empanelment in "SWASTHYA SATHI"

- a. Both public and private health care providers which fulfil the criteria for empanelment and are selected for empanelment in "SWASTHYA SATHI" by the Insurance Company or their representatives will need to put in place such infrastructure and install such hardware and software as given in **Appendix 4**.
- b. The Insurer shall be responsible for providing, installing and maintaining the entire IT infrastructure (i.e., hardware and software) for each public Empanelled Health Care Provider in each of the districts to be served by them before commencement of service in that cluster.

- c. Each private Empanelled Health Care Provider will be responsible for procuring and installing the entire IT infrastructure (i.e., hardware and software) before commencement of service in the district where such Empanelled Health Care Provider is located.
- d. It is the responsibility of the hospitals to ensure that the system is running at all times and to inform the concerned Insurer in case there are problems related to its proper use as required.

7.5 Additional Responsibilities of the Health Care Providers

In addition to providing cashless treatment, the healthcare provider shall:

- a. Display clearly their status of being an empanelled provider of Swasthya Sathi in the prescribed format given by State Nodal Agency outside/ at their main gate, in front of Emergency Counters.
- b. Provide a functional help desk (24X7) for giving necessary assistance to the “Swasthya Sathi” beneficiaries. At least two persons in the hospital will be nominated by the hospital that will be trained in different aspects of “Swasthya Sathi” and related hardware and software by the Insurance Company.
- c. Display a poster near the reception/admission desks along with the other materials supplied by the Insurer for the ease of beneficiaries, Government and Insurer. The template of Empanelled status and poster for reception area will be provided by the State Nodal Agency.
- d. Make claims on the Insurer electronically, by swiping the Smart Card presented by the Beneficiaries at the time of registration, admission (blocking) and discharge.
- e. Send hospitalisation data of “Swasthya Sathi” patients electronically on a daily basis to the designated server.
- f. Maintain such records and documentation as are required for the Insurer to pre-authorise treatments and process claims.
- g. Co-operate with the Insurer and the State Nodal Agency and provide access to the Insurer and State Nodal Agency to all facilities, records and information for the conduct of audits or any other evaluations of the performance by the Empanelled Health Care Provider.
- h. Comply with the provisions of all applicable laws, statutes, rules and regulations, as amended from time to time.

7.6 Process for Empanelment of Hospitals

The Insurance Company shall make sure that adequate number of both public and private health care providers shall be empanelled in each district. The Insurer shall also make efforts that the empanelled providers are spread across different blocks of the district.

Insurance Company will undertake following activities for the empanelment of hospitals:

- a. Receive from District administration list of Public and Private Hospitals in a district, including those Hospitals which are empanelled in the existing arrangement, duly graded into four categories – Grade A, Grade B, Grade C and Grade R which shall be deemed to have been empanelled by the Insurance Company for “Swasthya Sathi”.
- b. Organise a district workshop in the district for sensitization of public and private hospitals, including those already empanelled, before the start of the policy in the district.
- c. Based on the list of hospitals provided, all health care providers not yet empanelled in “Swasthya Sathi” shall have to be sensitised. The Insurance Company will prepare and submit to the District administration along with a copy to State Nodal Agency a final list of public and private hospitals classified into two categories, first one comprising of already empanelled hospitals and second one comprising of hospitals shown interest to be empanelled in a district.

- d. Out of the list of Hospitals prepared by the Insurance Company for the district, those hospitals which have not been registered in the Swasthya Sathi portal, <https://swasthyasathi.gov.in>, shall have to be requested to make online application for empanelment under the Swasthya Sathi Scheme.
- e. On being empanelled in the Swasthya Sathi web portal, enter into the Services Agreements (as approved by SNA) with the private health care providers which are empanelled or have agreed to be empanelled in a district, prior to start of policy for such district. One common agreement to be executed between the CMOH and Insurer for all the Public Hospitals under the Administrative control of CMOH of the District. For remaining Public Hospitals, agreement is to be executed between the MSVP/Superintendent of the concerned Hospitals and the Insurer.
- f. Make sure that the necessary software and hardware are installed in the hospital before the commencement of the policy.
- g. Insurer will guide the hospital to apply for Master Hospital dongle by online filling up the details of the hospitals in the designated area of swasthyasathi.gov.in.
- h. Provide Master Hospital dongle to the hospital after receiving it from the District Key Manager in the district before the commencement of the policy.
- i. Ensure activation and working of the machines at each empanelled Hospital before the commencement and during the Policy Period.
- j. Ensure the training of the Hospital personnel during the Hospital Workshop and individually as well, along with the refresher training at least twice in a year.

However, in case of single Speciality Hospital, only those infrastructural facilities that are related to that particular speciality treatment are to be considered for gradation.

7.7 Agreement with Empanelled Hospital

The Insurance Company will sign agreements with empanelled Health Care Providers, to provide Benefits under “Swasthya Sathi”. Draft Template for Agreement between Insurer and Hospital has been provided in **Appendix 5**.

7.8 Delisting of Hospitals

An empanelled hospital would be de-listed from the “Swasthya Sathi” network with the cognizance of the District Key Manager and/or State Nodal Agency if it is found that guidelines of the Scheme are not followed by the hospital even after given them the opportunity of rectification. The Insurance Company will follow the Guidelines for de-empanelment for hospitals as given in **Appendix 6**.

A hospital once de-empanelled from the scheme, in accordance with the procedures laid down in Appendix 6, from the scheme shall not be empanelled again for a period as decided by the State Nodal Agency according to the severity of under-performance.

8. SERVICES BEYOND SERVICE AREA

- a. The Insurer undertakes to provide services to the beneficiaries covered under this tender in any of the empaneled Health Care Providers, being displayed in the SNA server, beyond the territory of the districts/state covered for the purposes of providing benefits under “Swasthya Sathi” to Beneficiaries. Such providers shall be subject to the same empanelment process and eligibility criteria as provided within the territory of aforementioned districts, as outlined in Section 7 of this tender.
- b. If the hospitals in the neighbouring districts/state are already empanelled under “Swasthya Sathi”, then insurer shall allow them to continue to provide services under the scheme.

- c. To ensure true portability of smart card so that the beneficiary can get seamless access to “Swasthya Sathi” empanelled hospitals anywhere across state, the Insurer shall enter into arrangement with ALL other Insurance companies which are working in “Swasthya Sathi” for allowing sharing of network hospitals, transfer of claim & transaction data arising in areas beyond the service area.
- d. The Inter cluster insurance company claims will also be handled in the same way and time frame by the Insurance Companies as defined in this document.

9. DISTRICT KEY MANGER AND FIELD KEY OFFICER

- a. The District Key Manager (DKM) is a key person in “Swasthya Sathi” responsible for executing very critical functions for the implementation of “Swasthya Sathi” at the district level within the cluster. The DKM has already been appointed by State Government/ Nodal Agency. DKM is provided a security card/dongle through which FKO cards/dongles are issued. The roles and functions of DKM have been provided in **Appendix 10**.
- b. The Field Key Officer (FKO) is a field level Government officer, or any other functionary nominated by DKM, who is responsible for verifying the identity of the beneficiary head of the household. The FKO does this process through his/ her fingerprint and smart card/dongle provided for this purpose by the Government called Master Issuance Card (MIC). The roles and functions of FKO have been provided in **Appendix 10**.

10. PAYMENT OF PREMIUM

State Government/ Nodal Agency will, on behalf of the identified beneficiaries, make the payment of the premium to the Insurance Company based on the already enrolled beneficiaries families and newly enrolled identified beneficiaries and delivery of smart cards to them. State Government/ Nodal Agency will, however, make payment of such premium in instalments detailed herein.

10.1 PAYMENT OF PREMIUM

State Government/ Nodal Agency will make payment of such premium in instalments detailed herein.

10.1.1 Payment of premium instalment will be as follows:

*Release of premium will be related to the review of performance. Quarterly review of the performance of the Insurer will be made by the “Swasthya Sathi”. To facilitate the review of the performance, Insurer will submit Performance Report in the proforma prescribed in **Appendix 16**. The payment schedule will be as follows:*

STAGE COMPLETED	AMOUNT PAYABLE
On signing of Agreement (Being 1 st instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> the enrolled beneficiary families at the time of signing the agreement.
After first quarterly review Meeting - but within 120 days of start of the policy (Being 2 nd instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> the enrolled beneficiary families at the time of signing the agreement <i>plus</i> pro-rate premium for newly enrolled beneficiary families in the 1 st

	quarter.
After 2 nd Quarterly review meeting - but within 240 days of start of the policy. (Being 3 rd instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> the enrolled beneficiary families at the time of signing the agreement <i>plus</i> pro-rate premium for newly enrolled beneficiary families in the 2 nd quarter.
After 3 rd Quarterly review meeting - but within 300 days of start of the policy. (Being 4 th and final instalment)	25% (being the Balance) of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> the enrolled beneficiary families at the time of signing the agreement <i>plus</i> pro-rate premium for newly enrolled beneficiary families in the 3 rd quarter. For any new beneficiary enrolled during the 4 th Quarter, premium payment shall be paid or adjusted during renewal/termination/refund of Premium.

The First Instalment (being 25% of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium in the first week of the signing of the agreement. The State Nodal Agency shall pay the premium within 30 days of receipt of the invoice from the Insurer.

Subsequent three quarterly Instalments (being 25% of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium in the first week of the succeeding month in which respective (first/second/third) quarterly meeting is held. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer.

State Government/ Nodal Agency shall ensure that the premium to the Insurance Company be paid according to the schedule mentioned above to ensure adherence to compliance of Section 64 VB of the Insurance Act, 1938.

10.2 Pro-rate Premium

Pro-rate Premium will be paid to the Insurer based on the new enrolment made during the pendency of the Policy Period. The Insurer or its representative(s) shall deliver the Smart Card to each “Swasthya Sathi” beneficiary Family Unit at the time of enrolment. Actual amount of premium along with cost of servicing for new enrolment will be released on Pro-Rate basis by the State Government / State Nodal Agency to the Insurance Company based on the enrolment of the identified beneficiaries and delivery of smart cards to them. The State Nodal Agency on receipt of this information through online updation status in server and certificate of enrolment data from the District Authority in the prescribed format shall release its premium on Pro-rate basis to the Insurance Company in three instalments in the manner detailed hereinbelow:

The 1st Instalment of pro-rate premium along with cost of servicing for new enrolment in the first quarter shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Pro-rate Premium separately along with the bill to be raised after 1st Quarterly Review meeting. The State Nodal Agency shall pay the premium within 30 days of receipt of the invoice from the Insurer.

Bills for Pro-rate Premium along with cost of servicing for new enrolment in the respective quarter in respect of 2nd and 3rd quarterly enrolments will be raised by the Insurance

Company on quarterly basis along with the bills to be raised after 2nd and 3rd Quarterly Review meeting. Bills for Pro-rate Premium in respect of 4th quarterly enrolments will be raised by the Insurance Company in the first week of the succeeding month in which 4th Quarterly Review meeting is held. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer, subject to verification of the enrolment data submitted by the Insurer.

Pro-rate Premium payment to the Insurance Company will be based on reconciliation of invoice raised by Insurer and enrolment data uploaded in the Server.

Bills for Pro-rate premium should also include additional cost for providing smart cards at the rate per card quoted by them.

10.3 Payment of Premium on renewal of agreement will be as follows:

Release of premium will be related to the review of performance. Quarterly review of the performance of the Insurer will be made by the “Swasthya Sathi”. To facilitate the review of the performance, Insurer will submit Performance Report in the proforma prescribed in Appendix 16. The payment schedule will be similar to the schedule prescribed at Clause 10.1 above.

10.4 Refund for deficiency in servicing

- I. **Refund for deficiency in Claim servicing:** The Insurer will be required to refund amount as stipulated below for deficiency in servicing if they fail to reach the claim ratio in respective cluster as specified below at the full period of insurance policy. The premium refund shall be as per the formula below:
 - a. In case the claim ratio (hospital claims paid to premium received) is less than 80%, then the insurer will return the difference between actual claim and 80% of the insurance premium to the SNA.
 - b. In case the claim ratio, as calculated above, is higher than 100%, no payment other than the agreed premium rate shall be payable to the insurance company.
 - c. The claim data shall be updated by the insurance company within 30 days of submission of claims by the hospital.
 - d. The refund amount, if any, shall be returned by the Insurance Company within 90 days of the end of policy period.

II. Refund for deficiency in spending 10% of the premium for IEC

10% of the quoted price (Annual Premium) is to be spent during a policy year on IEC and allied activities in consultation with SNA. Illustrative, not exhaustive, list of such activities are given in Appendix 18. Amount spent less than 10% of premium on IEC is to be refunded to the SNA. Insurer has to submit within 30 days of end of each quarter of the policies a statement of cost of IEC for that particular period duly certified by a firm of qualified Chartered Accountants based on which refund amount for deficiency in spending will be calculated.

- III. *“The Insurer shall be required to refund for deficiency in servicing as stated in clauses 10.4.I & 10.4.II within the stipulated period of 90 days from the end of policy period, failing which Insurer shall have to pay interest @ 2% per annum above bank rate fixed by*

Reserve Bank of India at the beginning of the Financial Year in which refund of premium has fallen due after expiry of stipulated 90 days as mentioned hereinabove”.

11. PERIOD OF CONTRACT AND INSURANCE

11.1 Term of the Contract

The Contract between the State Nodal Agency and the Insurer shall become effective on the date of signing and shall continue to be valid and in full force and effect until expiration of the Policy Cover Period of the last Policy issued by the Insurer, including any renewal/extension of such Policy, under the Contract or until early termination, whichever is earlier.

However, the cumulative term of the Contract shall not exceed **three** years, from the date of beginning of Insurance policy in the first year, excluding the period before the insurance policy begins. The decision regarding extending the contract of the Insurance Company on a yearly basis will be taken by the State Nodal Agency as per the parameters provided in **Appendix 8**.

Generally, Agreement shall be valid for three years with a provision that SNA shall be free to roll out the Scheme entirely under Assurance Mode with three months' prior notice. In such cases, premium will be adjusted on Pro-Rate basis.

Even after the end of the contract period, the Insurance Company needs to ensure that the server, SCSP and TPA services are available till the reconciliation with and settlement of claims of the hospitals empanelled in the districts.

However all the Hardware, Software IEC Materials etc installed or Provided by Insurance or it's Subsidiary agency in SNA, DKM office, PEC or Public Hospitals shall be the property of the SNA after expiry of the contract.

11.2 Issuance of Policy

- a. The terms and conditions set out in the Policy issued by Insurer to the State Nodal Agency shall:
 - I. Clearly state the Policy number.
 - II. clearly state the Policy Cover Period under such Policy, that is determined in accordance with Section 11.3; and
 - III. Contain terms and conditions that do not deviate from the terms and conditions of insurance set out in the Contract(s).
- b. Notwithstanding any delay by the Insurer in issuing a Policy in accordance with Section 11.2(a), the Policy Cover Period for each cluster of districts shall commence on the date determined in accordance with Section 11.3.

- c. In the event of any discrepancy, ambiguity or contradiction between the terms and conditions set out in the Contract(s) and in the Policies issued for a cluster of districts, the provisions of Contract(s) shall prevail.
- d. The commencement of policy period may be determined by the SNA for each cluster of Districts separately depending upon the circumstances in that particular cluster of Districts.

11.3 Commencement of policy in Cluster/districts

The State Nodal Agency shall have the right, but not an obligation, to require the Insurer to renew the Policy Cover Period under Policies issued in respect of any/all district(s) of the cluster, by paying pro rata Premium for the renewal/extension period. The benefits set out in **Clause 5.1(a)** shall be available upon such renewal/extension. Upon such renewal/extension of the Policy Cover Period, the Insurer shall promptly undertake to inform the enrolled Beneficiary Family Units of such renewal/extension and also provide such information to the District Kiosk of the relevant district.

A. In cases of districts where policy is going on and renewal process needs to be followed:

- i. The Policy Cover Period under the Base Cover Policy for a district/cluster shall commence from the first day of the month succeeding the month in which the policy is expiring in the district/cluster.
- ii. Each Beneficiary Family already enrolled shall have further 12 months, or a lesser period as decided by the State Nodal Agency, of risk cover.
- iii. Enrolments of newly identified beneficiaries (if any) shall have of risk cover from the date of issuance of Smart Card and upto the extended period of policy in that district/cluster.
- iv. Notwithstanding the date of enrolment and issuance of the Smart Cards to the Beneficiary Family Units in a district/cluster, the end date of the risk cover for all the Beneficiary Family Units in that district/cluster shall be the same. For the avoidance of doubt, the Policy Cover Period shall expire on the same date for ALL Beneficiary Family Units that are issued Smart Cards in a district/cluster.

Illustrative Example

If the end date of policy in a district is 31st October, 2018, the extended policy shall start from 1st November, 2018; the Policy Cover Period shall continue for a period of 12 months ending on 31st October, 2019, unless the State Nodal Agency has exercised its right to renew the Policy Cover Period in accordance with Section 11.3. If the State Nodal Agency exercises its right to renew the Policy Cover Period, the Policy shall expire not later than the period of such renewal.

However, in the same example, if a Smart Card is subsequently issued in the month of November, 2018, to September, 2019, in the same district, then the risk cover for such Beneficiary Family Unit will still commence from the issuance of card and will terminate on 31st October, 2019, with prorata premium to be paid if risk cover period is less than 11 months.

The salient points regarding commencement and end of the policy are:

- Policy end date shall be the same for ALL smart cards in a district/cluster;
- Policy end date shall be calculated as completion of one year from the start of Policy in a district/cluster. If the same policy is extended for less than 12 months on prorata premium, then the cumulative policy end date shall be on the end date of such extension;
- In case of new enrollments, minimum 11 months of policy cover shall be provided to the beneficiary families to claim full premium; otherwise pro-rate premium will be payable;

Note: For the enrolment purpose, the month in which first set of cards is issued would be treated as full month irrespective of the date on which cards are issued.

12. ENROLMENT OF BENEFICIARIES

The enrolment of the beneficiaries will be undertaken by the Insurance Company. The Insurer shall enrol the identified beneficiary families based on the validated data by State Nodal Agency and issue Smart card as per “Swasthya Sathi” Guidelines.

Further, the enrolment process shall continue as per schedule agreed by the State Government/Nodal Agency. Insurer in consultation with the State Government/ Nodal Agency and District administration shall chalk out the enrolment up to village level by identifying enrolment stations in a manner so that representative of Insurer, State Government/Nodal Agency and smart card vendor can complete the task in scheduled time.

While preparing the roster for enrolment stations, the Insurer must take into account the following factors:

- Number of Enrolment Kits that will need to be deployed simultaneously;
- Location of the enrolment stations within the village or urban area; and
- Location of the enrolment station for various other categories.

Process of Enrolment

The process of enrolment shall be as under:

The Insurer or its representative will receive the beneficiaries’ data in encrypted format from the State Nodal Agency for the selected cluster of districts.

The Insurer or its representative will arrange for the 64KB smart cards as per the Guidelines provided in **Appendix 4**. Only latest version of Certified Enrolment Software, as recommended by the State Nodal Agency, shall be used for issuance of smart cards.

The Insurer will commit and place sufficient number of enrolment kits and trained personnel for enrolment in a particular district based on the population of the district so as to ensure enrolment of all the newly identified families or left out families in the district within the time period

provided. The details about the number of enrolment kits along with the manpower requirement have been provided in **Appendix 9**.

The Insurer shall be responsible for choosing the location of the enrolment stations within each village/urban area that is easily accessible to a maximum number of Beneficiary Family Units.

An enrolment schedule shall be worked out by the Insurer, in consultation with the State Government/Nodal Agency and district/block administration, for each village in the project districts.

It will be responsibility of State Government/Nodal Agency to ensure availability of sufficient number of Field level Government officers/ other designated functionaries who will be called Field Key Officers (FKO) to accompany the enrolment teams as per agreed schedule for verification of identified beneficiaries at the time of enrolment.

Insurer will organise training sessions for the enrolment teams (including the FKOs) so that they are trained in the enrolment process.

The Insurer shall conduct awareness campaigns and publicity of the visit of the enrolment team for enrolment of Beneficiary Family Units well in advance of the commencement of enrolment in a district. Such awareness campaigns and advance publicity shall be conducted in consultation with the district administration in respective villages and urban areas to ensure the availability of maximum number of Beneficiary Family Units for enrolment on the agreed date(s).

Insurer will ensure supply pre-printed “Chit” mentioning the date, time, and venue of enrolment along with names of all family members available in database to the Block Development Officers at least 3 days prior to start date of enrolment in the Block.

The enrolment team shall visit each enrolment station on the pre-scheduled dates for enrolment and issuance of smart card.

The enrolment team will collect the photograph and fingerprint data and other required fields on the spot of each member of beneficiary family which is getting enrolled in the scheme.

At the time of enrolment, FKO shall identify the head of the family in the presence of the insurance representative and authenticate them through his/her own smart card/dongle and fingerprint. Ensure that re-verification process is done after card is personalised.

The beneficiary will re-verify the smart card by providing his/her fingerprint so as to ensure that the Smart card is in working condition.

It is mandatory for the enrolment team to handover the activated smart card to the beneficiary at the time of enrolment itself.

The Insurer’s representative shall also provide a booklet in the prescribed format as approved by SNA along with Smart Card to the beneficiary indicating at least the following: Details about the “Swasthya Sathi” benefits, Process of taking the benefits under “Swasthya Sathi”, Start and end date of the insurance policy, List of the empanelled network hospitals along with address and contact details, Location and address of district kiosk and its functions, The names and details of

the key contact person/persons in the district, Toll-free number of call centre of the Insurer and Process for filing complaint in case of any grievance.

To prevent damage to the smart card, a good quality jacket should be provided to keep the smart card.

The beneficiaries shall be entitled to cashless treatment in designated hospitals on presentation of the Smart Card on and from the date the same is issued.

The Insurer shall upload the daily enrolment data to the server of SNA, preferably on real time. The Insurer shall send daily reports and periodic data to both the State Nodal Agency and Department of Health & Family Welfare as per prescribed guidelines.

The biometric data (including photographs & fingerprints) shall also be provided to the State Nodal Agency in the prescribed format with the invoice submitted by the Insurer to the State Nodal Agency.

The digitally signed data generated by the enrolment software shall be provided by the Insurance Company or its representative to DKM on a weekly basis.

13. CASHLESS ACCESS SERVICE

The Insurer has to ensure that all the Beneficiaries are provided with adequate facilities so that they do not have to pay any deposits at the commencement of the treatment or at the end of treatment to the extent as the Services are covered under the Swasthya Sathi. This service provided by the Insurer along with subject to responsibilities of the Insurer as detailed in this section is collectively referred to as the **“Cashless Access Service.”**

Each empanelled hospital/healthcare service provider shall install the requisite machines and software to authenticate and validate the smart card, the beneficiary and the insurance cover. The services have to be provided to the beneficiary based on Smart card & fingerprint authentication only with the minimum of delay for pre authorization (if necessary). Reimbursement to the hospitals should be based on the electronic transaction data received from hospitals on a daily basis. The detailed process and steps for Cashless Access Service has been provided in **Appendix 11.**

14. REPUDIATION OF CLAIM

- (i) In case of any claim being found untenable, the insurer shall communicate reasons immediately in the State Nodal Agency server within ONE MONTH of receiving the claim electronically. A final decision regarding rejection, even if the claim is getting investigated, shall be taken within ONE MONTH. Rejection letters needs to carry the details of the claim summary, rejection reason and details of the Grievance Redressal Committee.
- (ii) To check the malpractices of hospitals, Penalties for Offences committed by any Network Hospital shall be imposed as detailed below:

Penalties for Offences by the Hospital
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Sl No.	Case Issue	First Offence	Second Offence	Third Offence
1	Receiving of treatment cost (out of Pocket expenditure) from the patient party from 24 hours before hospitalization till discharge.	Full refund to the beneficiary. Till the full amount is returned to the beneficiary, the claim of the Hospital in that respect shall neither be paid to the Hospital nor shall attract any interest for delayed payment.	In addition to actions as mentioned for First Offence, rejection of claims for the case being in default for the second time.	Suspension for 30 days.
2	Claim uploaded for services which has not been provided or part services provided	Rejection of claims along with penalty of 4 times the amount claimed for the services which has not been provided is to be deposited into the specified account of State Nodal Agency. If the penalty is not deposited within 15 days of online communication (through SNA server) of the order, Insurance Company/ State Nodal Agency shall adjust the same from the future claims of the concerned Hospitals.	Rejection of claim along with penalty of 8 times the amount claimed for services which has not been provided is to be deposited into the specified account of State Nodal Agency. If the penalty is not deposited within 15 days of online communication (through SNA server) of the order, Insurance Company/ State Nodal Agency shall adjust the same from the future claims of the concerned Hospital.	Suspension / De-Empanelment including reference to CMOH for cancellation of CE license in addition to the Penalty (8 times of the Claim) as specified in respect of Second Offence.

Insurance Company shall incorporate this clause in the Service Level Agreement entered into with the Network Hospitals.

15. DELIVERY OF SERVICES BY INTERMEDIARIES

The Insurer may enter into service agreement(s) with one or more intermediary institutions for the purposes of ensuring effective implementation and outreach to Beneficiaries and to facilitate usage by Beneficiaries of Benefits covered under this tender. The Insurer 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:

15.1 Third Party Administrators, Smart Card Service Providers

Experienced, IRDA enlisted TPA will be engaged for each District for Claim management.

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 Enrolment 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. They would also be responsible for training all empanelled hospitals on the “Swasthya Sathi” policy as well as usage of the system;
- V. To manage and operate the Toll Free Call Centre;
- VI. To manage and operate the claim settlement process;
- VII. To conduct field Audit at enrolment stations and hospitals; and
- VIII. To provide IEC and BCC activities.

15.2 Non-Government Organizations (NGOs) or other similar Agencies

The role of such intermediaries would include among others the following:

- I. Providing guidance to the beneficiary households wishing to avail of Benefits covered under the scheme and facilitating their access to such services as needed;
- II. Providing publicity in their catchment areas on basic performance indicators of the scheme;
- III. Providing assistance for the grievance redressal mechanism developed by the insurance company;
- IV. Undertaking on a rolling basis campaigns in villages to increase awareness of the “Swasthya Sathi” scheme and its key features;
- V. Providing any other service as may be mutually agreed upon between the insurer and the intermediary agency.

Note: State Nodal Agency may also enter into arrangements with Non-Government organisations for organising awareness activities and collecting post-enrolment feedback.

16. PROJECT OFFICE AND DISTRICT OFFICE

Insurer shall establish a Project Office at convenient place for co-ordination with the State Government/Nodal agency at Kolkata on a regular basis.

Excluding the support staff and people for other duties, the Insurer within its organisation will have at least the following personnel exclusively for “Swasthya Sathi” and details of these persons will have to be provided to the State Nodal Agency at the time of signing of MoU between Insurer and SNA:

- a) **One State Coordinator** – Responsible for implementation of the scheme in the State.
- b) **At least One District coordinator for each of the district within the serviced cluster** –Responsible for implementation of the scheme in the district. This person should be working full time for “Swasthya Sathi”.
- c) **At least one full time qualified Medical officer** (at least MBBS) per district.

In addition to these persons, Insurer will have necessary staff in their own/ representative Organisation, State and District offices to perform at least following functions:

- i. **To operate a 24 hour call centre** with toll free help line for purposes of handling queries related to benefits and operations of the scheme, including information on Providers and on individual account balances.
- ii. **Managing District Kiosk** for post issuance modifications to smart card as explained in **Appendix 4** or providing any other services related to the scheme as defined by SNA.
- iii. **Management Information System** functions, which includes collecting, collating and reporting data, on a real-time basis.
- iv. **Generating reports**, in predefined format, at periodic intervals, as decided between Insurers, State Government/Nodal Agency.
- v. **Information Technology related functions** which will include, among other things, collating and sharing data related to enrolment and claims settlement.
- vi. **Pre-Authorization function** for the interventions as designed by State Nodal Agency.
- vii. **Paperless Claims settlement** for the hospitals with electronic clearing facility within One Month of receiving the claims from the hospitals.
- viii. **Publicity** for the scheme so that all the relevant information related to “Swasthya Sathi” reaches beneficiaries, hospitals etc.
- ix. **Grievance Redressal Function** as explained below at Clause 21 in the tender.
- x. **Online Hospital Empanelment** of both public and private providers based on empanelment criteria. Along with criteria mentioned in this Tender, separate criteria may jointly be developed by State Government/ Nodal Agency and the Insurance Company.
- xi. **Feedback functions** which include designing feedback formats, collecting data based on those formats from different stakeholders like beneficiaries, hospitals etc., and analyzing feedback data and suggest appropriate actions.
- xii. Co-ordinate with district level Offices in each selected district.
- xiii. Co-ordinate with State Nodal Agency and State Government.

The Insurer shall set-up a district office in each of the project districts of the Cluster. The district office will coordinate activities at the district level. The district offices in the selected districts will perform the above functions at the district level.

17. MANAGEMENT INFORMATION SYSTEMS (MIS) SERVICE

The Insurer will provide real time access to the Enrolment and Hospitalisation data as received by it to the State Nodal Agency. This should be done through a web based system.

In addition to this, the Insurer shall provide Management Information System reports whereby reports regarding enrolment, health-service usage patterns, claims data, customer grievances and such other information regarding the delivery of benefits as required by the Government. The reports will be submitted by the Insurer to the SNA/Government on a regular basis as agreed between the Parties in the prescribed format.

All data generated under the scheme shall be the property of the Government.

18. DISTRICT KIOSK

District kiosk is a designated office at the district level which provides post issuance services to the beneficiaries and hospitals. The Insurer shall set-up and operate facility of the **District Kiosk**. District Kiosk will have a data management desk for post issuance modifications to the smart cards issued to the beneficiaries as described in **Appendix 4**. The role and function of the district kiosk has been provided in **Appendix 12**.

Note:

- i. All the IT hardwares for district kiosk will be provided by the Insurance Company but the ownership of those IT hardwares will be vested with the State Nodal Agency.
- ii. Insurer will provide trained personnel for the district kiosk for the time period they are operating in the district.
- iii. At the end of their contract in the district, Insurer will withdraw the personnel but the IT infrastructure and the Data therein will be used by the next Insurance Company/SNA in that district.
- iv. District will provide a place for district kiosk for which they will charge no rent from the Insurance Company.

19. CALL CENTER SERVICES

- I. The Insurer shall provide toll free telephone services for the guidance and benefit of the beneficiaries whereby the Insured Persons shall receive guidance about various issues by dialling a State Toll-free number. This service provided by the Insurer is referred to as the “Call Centre Service”.
- II. The Insurer shall tie up with other Insurance Company in the State to have a **common Call Centre**. Presently, such common Call Centre has been established in the Office of the SNA. The cost of establishment, upgradation and running of this call centre for the entire policy period will be shared among the Insurance Companies based on the number of beneficiary families enrolled by each Insurance Company.

- III. The insurance company with highest no. beneficiary families allotted under the scheme will initiate the process and take lead throughout the policy period.

19.1 Call Centre Information

The Insurer shall operate the call centre for the benefit of all Insured Persons. The Call Centre shall function for 24 hours a day, 7 days a week and round the year. Detailed call log with response to be preserved in digital format. The cost of operating of the Toll-free number shall be borne solely by the Insurer. As a part of the Call Centre Service, the Insurer shall provide all the necessary information about “Swasthya Sathi” or any matter mutually agreed upon to any person who calls for this purpose. The call centre shall have access to all the relevant information of “Swasthya Sathi” and other health related indicators in the State so that it can provide answer satisfactorily.

19.2 Language

The Insurer undertakes to provide services to the Insured Persons in English and local languages.

19.3 Toll Free Number

The Insurer (jointly) will operate a state toll free number with a facility of upto 5 lines and provision for answering the queries in local language. Each Insurance company selected for a cluster have to provide at least two manpower per district (having family covered more than 3 lakh) in the cluster exclusively, to operate 24X7 call centre support. For the District where less than 3 lakh families are covered, one manpower to be provided such Call centre desk will be operational from the office of the SNA or any suitably place mutually agreed upon.

20. Insurer to inform Beneficiaries

The Insurer will intimate the toll free number to all beneficiaries along with addresses and other telephone numbers of the Insurer’s Project Office.

21. Grievance Redressal

Following Grievance Redressal Mechanism will operate during the tenure of the contract:

21.1 Online Grievance Redressal Mechanism

State Nodal Agency will provide one platform in its website named as “online grievance monitoring” portal in swasthyasathi.gov.in and all such grievance lodged in the portal to be suitably responded by the respective Insurance companies within 48 Hours. SNA shall monitor the response to such grievances. Maximum effort shall have to be given by the Insurance Company including its authorized agencies/Network Hospital/SNA including the district authorities to redress the grievances at this level.

21.2 If Online Grievance Redressal Mechanism as prescribed at Clause 21.1 fails, there shall be following set of Grievance Committees in position to attend to the grievances of various stakeholders at different levels:

21.2.1 District Grievance Redressal Committee (DGRC)

There shall be one District Grievance Redressal Committee in each District of the Cluster. The District Grievance Redressal Committee comprising of the members noted herein will function as usual in respective districts:

District Magistrate of the District (The Commissioner in case of KMC)	Chairman
Addl. District Magistrate in charge of Swasthya Sathi /DKM	Member
Chief Medical Officer	Member
District Nodal Officer, Swasthya Sathi	Convenor
District Heads of the Line Departments	Members
Representative of the Insurance Company	Members
District administration may co-opt more members for this purpose	

21.2.2 State Grievance Redressal Committee (SGRC)

The State Grievance Redressal Committee shall comprise of at least the following members:

Additional Chief Secretary / Principal Secretary/ Secretary of Health & Family Welfare Department handling “Swasthya Sathi”	Chairman
State Nodal Officer for “Swasthya Sathi”/ State Grievance Nodal Officer for “Swasthya Sathi”:	Convenor
DHS or his representative	Member
DME or his representative	Member

Nodal officers from the Line Departments	Members
State Representative of the Insurance Company:	Members

21.2.3 Process of Redressal of Grievances by the DGRC/SGRC

If any stakeholder has a grievance against another one during the subsistence of the policy period or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the scheme, it will be settled in the following way:

A. Grievance of a Beneficiary

If a beneficiary has a grievance on issues relating to enrolment or hospitalization against the FKO, Insurance Company, hospital or their representatives, beneficiary will approach DGRC in writing. The DGRC should take a decision within 30 days of receiving the complaint.

If either of the parties is not satisfied with the decision, they can Appeal to the SGRC within 30 days of the decision of DGRC. The SGRC shall decide the appeal within 30 days of receiving the Appeal. The decision of the SGRC on such issues will be final.

Grievance against DKM or other District Authorities - If the beneficiary has a grievance against the District Key Manager (DKM) or an agency of the State Government; she/he may approach the SGRC in writing for resolution. The SGRC shall decide the matter within 30 days of the receipt of the grievance.

The decision of the SGRC shall be final.

B. Grievance of a Hospital

If a hospital has any grievance with respect to a Beneficiary, Insurance Company or their representatives, the Hospital will approach the DGRC in writing with required documents. In respect of dispute in claim settlement, however, concerned hospital shall have to approach the DGRC in writing within 30 days of receiving the communication (through SNA server) respective claim settlement by the Insurance Company/SNA. The DGRC should be able to reach a decision within 30 days of receiving the complaint.

If either of the parties is not satisfied with the decision, they may approach the SGRC which shall initiate proceedings within 15 days of receipt of Appeal through enquiry on giving opportunity of being heard of the aggrieved parties. The decision of the SGRC shall be final.

Grievance against DKM or other District Authorities - If the hospital has a grievance against the District Key Manager (DKM) or an agency of the State Government, it shall approach the SGRC for resolution. The SGRC shall decide the matter within 30 days of the receipt of the grievance.

The decision of the SGRC shall be final.

C. Grievance of an Insurance Company

Grievance Against FKO – If an insurance company has any grievance with respect to Beneficiary, or Field Key Officer (FKO), it will approach the DGRC. The DGRC should take a decision within 30 days of receiving the complaint.

If either of the parties is not satisfied with the decision, they may Appeal to the SGRC within 30 days of the decision of the DGRC. SGRC shall initiate proceedings within 30 days of receipt of the same through enquiry. The decision of the SGRC shall be final
The decision of the SGRC on such issues will be final.

Grievance against DKM or other District Authorities – If Insurance Company has a grievance against District Key Manager or an agency of the State Government; it can approach the SGRC for resolution. The SGRC shall decide the matter within 30 days of the receipt of the grievance.

The decision of SGRC shall be final.

D. Grievance against State Nodal Agency/ State Government

Any stakeholder aggrieved with the action or the decision of the State Nodal Agency/State Government can address his/ her grievance to the State Level Implementation Committee, headed by the Chief Secretary to the Government of West Bengal, which shall take a decision on the issue at the earliest. The decision of State Level Implementation Committee shall be final.

E. The decision of the DGRC/SGRC shall be communicated under the seal and signature of the Chairman of the DGRC/SGRC and shall be final and binding on all parties

F. Penalty and Termination

A penalty computed on the following lines will be imposed on the Insurance Company for under performance:

SI No	SLA's	Source of data	Monitoring method	Periodicity	Points criteria
Settlement of Claims					
1.	Settlement of claims within 30 days	Computed from the claim settlement data in Swasthya Sathi Central Server	The ratio of claims amount which have not been paid or rejected within 30 days (from the date of claims raised to the Insurance Company) to the total claims amount made to the Insurance Company.	Based on the claim made within 12 months of the policy period or pro-rata period of policy.	<p>If 10% of claims remain unpaid at the end of 30 days : 4 Points</p> <p>If between 10% and 25% of the claims remain unpaid after 30 days : 8 Points</p> <p>If between 25% - 40% of the claims remain unpaid after 30</p>

SI No	SLA's	Source of data	Monitoring method	Periodicity	Points criteria
Settlement of Claims					
					<p>days :</p> <p>10 Points</p> <p>If more than 40% of claims remain unpaid after 30 days :</p> <p>: 12 Points</p>
Empanelment and De-Empanelment of Health Care Service Providers or Hospitals					
2.	Average bedstrength of empanelled Hospitals per 1000 URN within the cluster	Bed-strength of empanelled hospitals available from SNA server.	Whether average bedstrength of empanelled Hospitals per 1000 URN within the cluster is 10	Assessed 15 days prior to the payment of 2 nd Quarterly premium.	<p>If average bedstrength of empanelled Hospitals per 1000 URN within the cluster is less than 7 :</p> <p>5 Points</p> <p>If average bedstrength of empanelled Hospitals per 1000 URN within the cluster is above 7, but less than 10 :</p> <p>2 Points</p>
Other Issues Related to Enrolment					
3.	Availability of printed brochures for all beneficiaries to be enrolled.	A printed brochure with a certificate from the printer showing the number of copies printed is produced before SNA.	Brochures at least equal to the number of beneficiaries is printed and provided to the SCSP for distribution.	15 days prior to the payment of 2 nd Quarterly premium.	<p>If requisite number of brochures are not printed or shared with the SNA till the start of the enrolment :</p> <p>2 Points</p>
Setting up of District Kiosk by insurance company					
4.	Set up and operationalize Swasthya Sathi kiosks according to the guidelines.	Report from district officers that kiosks as per agreement have been set up	Kiosks as per the Concession agreement are set up and available for use by eligible beneficiaries	7 days before commencement of the policy in the district.	If not set up 10 days prior to the commencement of the policy : 5 Points

22.1 Performance severity:

Threshold limit	Severity
Below 11 points	1% of total annual premium amount for the concerned insurance company
11-18 points	3% of total annual premium amount for the concerned insurance company
18- 24 points	5% of the total annual premium amount for the concerned Insurance Company and cancellation of renewal
False intimations on any of the above parameters	Insurance Company barred from bidding for three years

22.2 Penalty to be paid for delay in payment of premium by State Nodal Agency

If the premium is not paid to the Insurance Company within six months of submission of invoice for a quarter, interest @ 0.5% of the premium amount for every 15 days' delay beyond 6 months shall be paid by the SNA to the Insurance Company.

22.3 In case of termination of the contract following process will be followed:

22.3.1 The Policy Cover Period of each of the Policies issued by the Insurer shall terminate on the expiry of the termination notice period, unless the State Nodal Agency has issued a written request to the Insurer before that date to continue providing Cover under the Policies issued by it. The Insurer shall, upon the written request of the State Nodal Agency, continue to provide the Cover under the Policies until such time that the State Nodal Agency appoints a substitute insurer and the cover provided by the substitute insurer commences. The last date of effectiveness of the Policies shall be the **Termination Date**.

22.3.2 The Insurer will pay back to the State Nodal Agency within one week the unutilized amount of premium after settlement.

22.3.3 The Insurer will pay the total package amount for all the cases for which amount has already been blocked before returning the premium.

22.3.4 Notwithstanding the termination of the Contract(s), the Insurer shall continue to discharge all of its liabilities in respect of all claims made and any amounts that have been blocked on the Smart Cards on or prior to the Termination Date.

22.3.5 Upon termination of the Contract(s) and receipt of a written request from the State Nodal Agency at least 7 days prior to the Termination Date, the Insurer shall assign its rights and obligations, other than any accrued payment obligations and liabilities under its Services Agreements with the Empanelled Health Care Providers and its agreements with other intermediaries, in favour of the State Nodal Agency or the substitute insurer appointed by the State Nodal Agency.

III. PROCUREMENT, INSTALLATION AND MAINTENANCE OF DEVICES FOR READING AND WRITING THE SMART CARD

1. HARDWARE AND SOFTWARE IN EMPANELLED HOSPITALS

1.1 Public Hospitals

It will be the responsibility of the Insurer to procure and install Smart card related devices in the empanelled public hospitals of the State.

The details about the hardware and software which need to be installed at the empanelled Hospitals of the State have been provided in **Appendix 13**.

The Cost of Procurement, Installation and Maintenance of these devices in the public hospitals as mentioned in Appendix 13 will be the responsibility of the Insurance Company during the entire policy period. However, the Ownership of these devices will be vested with the State Government.

The details of provisions regarding Annual Maintenance Costs are as follows:

- i. The Insurer shall provide annual maintenance or enter into annual maintenance contracts for the maintenance of the IT infrastructure provided and installed at the premises of the public Empanelled Healthcare Service Providers.
- ii. If any of the hardware devices or systems or any of the software fails at the premises of a public Empanelled Health Care Provider, the Insurer shall be responsible for either repairing or replacing such hardware or software within 72 hours in an expeditious manner after the public Empanelled Health Care Provider has filed a complaint with the Insurer regarding the non-functional hardware or software.

1.2 Private Hospitals

It will be the responsibility of the empanelled private hospital to procure and install Smart card related devices in the hospital. **The cost of procurement, installation and maintenance of these devices will be the responsibility of the private empanelled hospital.**

Each private Empanelled Health Care Provider shall enter into an annual maintenance contract for the maintenance of the IT infrastructure installed by it. If any of the hardware devices or systems or any of the software installed at its premises fails, then it shall be responsible for either repairing or replacing such hardware or software within 72 hours and in an expeditious manner after becoming aware of such failure or malfunctioning. The private Empanelled Health Care Provider shall bear all costs for the maintenance, repair or replacement of the IT infrastructure installed in its premises.

The responsibility of insurance company here is to assist the Hospitals in the procurement, and installation of the hardware and software on time.

Note:

In case of districts where scheme is being renewed, Insurance Company will ensure that the hospitals are not asked to spend any amount on the software or hardware due to compatibility issues. It will be the responsibility of the Insurance Company to provide the “Swasthya Sathi” transaction software free of cost to the hospital if there is any compatibility issue.

2. STANDARDIZATION OF FORMATS

The Insurance Company shall use the standardized formats for cashless transactions, discharge summary, billing pattern and other reports in consultation with the State Government/State Nodal Agency.

IV. OTHER TERMS & CONDITIONS

1. IEC AND BCC INTERVENTIONS

Insurance Company in consultation with State Nodal Agency will prepare and implement a communication strategy for launching/implementing the “Swasthya Sathi”. The objective of these interventions will be to inform the beneficiaries regarding benefits of the scheme.

Insurer need to share a draft IEC and BCC plan with the Nodal Agency within 15 days of signing of the contract. The cost of IEC and BCC activities will be borne by the Insurer.

2. CAPACITY BUILDING INTERVENTIONS

The Insurance Company shall design training/ workshop / orientation programme for Empanelled Health Care Providers, Members of the Hospital Management Societies, District Programme Managers, Doctors, Gram Panchayat members, Intermediary, Field Agents etc. and implement the same with support of Nodal Agency/ other agencies. The training packages shall be jointly developed by the Nodal Agency and the Insurance Company.

At least following training shall be implemented by the Insurance Company:

- **Enrollment Team Training** – To be done for each enrollment team during the enrollment period;
- **Hospital Training and Workshop** – **One workshop before commencement of the policy in the district. In addition to that, at least twice a year another workshop with all the empanelled hospitals in each district separately for Public Healthcare Providers and Private Healthcare providers; and**
- **State and District Officers of the Insurance Company** – At least once a year for these officers for each of the district.

Insurer need to share a draft Capacity Building plan with the Nodal Agency within 15 days of signing of the contract. The cost of these Capacity Building interventions will be borne by the Insurer.

3. Cost of IEC

10% of the quoted price (Annual Premium) is to be spent on IEC and allied activities in consultation with SNA. Amount spent less than 10% on IEC to be refunded to the SNA.

Insurer has to submit within 30 days of end of each quarter of the policies a statement of cost of IEC for that particular period duly certified by a firm of qualified Chartered Accountants based on which refund amount for deficiency in spending will be calculated. Tentative Items of expenditure to be included as Cost of IEC is shown in Annexure 17.

3. AUDIT MECHANISM:

3.1 Medical Audit

The Insurance Company shall carry out regular inspection of hospitals, periodic medical audits, to ensure proper care and counselling for the patient at network hospitals through co-ordination with hospital authorities. Inspecting officials must put their signature in the inspection book/visitor books maintained by the Hospitals.

Specifically, the Insurer shall conduct a periodic medical audit of a specified sample of cases, including random verification of hospital admissions and claims. The medical audit should compulsorily be done by a qualified (at least a MBBS doctor) medical doctor who is a part of the Insurer's or the TPA's organization or who is duly authorized by the Insurer or the TPA to undertake such medical audit. The Medical officer on behalf of the insurer doing medical audit must mention his/her MCI registration number in all communications and reports doing Medical audit.

All authorized persons by the Insurer or the TPA to undertake such medical audit must carry Identity Card issued by the Insurer or the TPA.

3.2 Beneficiary Audit

For Beneficiaries who have been discharged, the Insurer on a random basis may visit the Beneficiary's residence to confirm the admission and treatment taken from the Empanelled Health Care Provider along with experience with the health care provider; however, such audit should be conducted within 30 days of discharge of the patient from the hospitals.

3.3 Medical Audit by Internal Support Agency (ISA) /Medical Team of SNA

Medical Audit right from admission of patients into empanelled Hospitals would be conducted at random by the Medical Audit team of SNA with/or Internal Support Agency, being a TPA engaged by "Swasthya Sathi". Any deviation in treatment protocol or submitted claims, whatever may be, will be reported forthwith to the SNA for remedial measures. Any claim paid to the hospital and found to be reimbursed without proper verification due negligence by the Insurer/TPA may be adjusted from the premium payable to the insurer.

4. COMMITMENTS OF STATE GOVERNMENT

State Government/ State Nodal Agency commit to provide the following for successful implementation of the scheme:

- a. Prepare identified beneficiary database in the specified format provided to the Insurer.
- b. Appoint District Key Managers (DKM) as mentioned in **Appendix 10**.

- c. Install DKMA software for issue of FKO cards/Dongle and for downloading of data subsequently from FKO cards/dongle.
- d. Identify the FKOs in required numbers for enrolment. The role of the FKOs has been specified in **Appendix 10**. The State Nodal Agency shall ensure that the FKOs are trained on the enrolment process and sensitized about the importance of their presence at the time of enrolment and their availability at the time of enrolment.
- e. Further, the district level administration of the State Nodal Agency through DKM shall have the following obligations in relation to enrolment:
Monitor the participation of FKOs in the enrolment process by ensuring their presence at the enrolment station. Provide support to the Insurer in the enrolment in the form of helping them in co-ordinating with different stakeholders at district, block and Panchayat/ municipality/ category level.
- f. Providing assistance to the insurer through district administration and DKM in the preparation of Panchayat/ Municipality/ Corporation-wise village- wise enrolment schedule.
- g. Providing assistance to the insurer in empanelment of the public and private providers.
- h. Making payment of premium to the Insurer as per defined schedules.
- i. The State Nodal Agency shall have the following obligations in relation to monitoring and control of the implementation of the “Swasthya Sathi”:
 - I. Organise periodic review meetings with the Insurer to review the implementation of the “Swasthya Sathi”.
 - II. Maintenance of State Server to store the enrolment and hospitalization data from all the districts meeting the minimum requirements specified at **Appendix 12**.
 - III. Work with the technical team of the Insurer to study and analyse the data for improving the implementation of the “Swasthya Sathi” Scheme.
 - IV. Conduct periodic evaluation of performance of the “Swasthya Sathi” Scheme.
 - V. Maintain data regarding issuance of FKO cards through the DKM in the specified format.
 - VI. Review the performance of the Insurer through periodic review meetings. Run the District Grievance Redressal Cell and the State Grievance Redressal Cell.
 - VII. Conduct claims audits and process audits. Periodic Medical audit by the expert Medical Audit team of CMOHs.
 - VIII. Seek and obtain feedback from Beneficiary Family Units and other stakeholders, including designing feedback formats, collecting data based on those formats from different stakeholders like Beneficiaries, Empanelled Health Care Providers etc., analyzing feedback data and suggest appropriate actions.
 - IX. Provide rent free space in each of the district for setting up of District Kiosk to the Insurance Company.
 - X. The State Nodal Agency shall ensure that its district level administrations undertake the following activities:

- 1) Obtain enrolment data downloaded from FKO cards/dongles to the DKMA Server and then reissue the FKO cards/dongles to new FKOs after formatting it and personalising it again.
- 2) Monitor the enrolment data at DKMA server (as downloaded from FKO cards/dongles) and compare it with data provided by the Insurer to determine the Premium to be paid.
- 3) Organize health camps for building awareness about “Swasthya Sathi” Scheme.

5. SERVICE ARRANGEMENTS BY THE INSURANCE COMPANY

Insurance Company shall hire only an IRDA enlisted TPA.

Insurance Company or their representative can ONLY hire for “Swasthya Sathi” a Smart Card Service Provider which has been accredited by Quality Council of India.

6. COMMITMENTS OF INSURANCE COMPANY

Among other things insurer shall provide following services that are necessary for successful implementation of the scheme:

- a) Enter into agreement with other insurance companies working in “Swasthya Sathi” regarding usability of the same Smart Card across India at any of the networked hospital. This will ensure that beneficiary can use his/ her smart card across the State to get treatment in any of the empanelled health care providers.
- b) Ensuring that hospitals adhere to the points mentioned in section 7.6 of Part II (Scheme Features) regarding signages and help desk in the hospital.
- c) Send data related to enrolment, hospitalization and other aspects of the scheme to the State Government at periodic intervals, the frequency of these may be decided later.
- d) Sharing of inter insurance claims in prescribed format through web based interface within defined timelines. Thereafter, settling of such inter insurance claims within prescribed timelines of 30 days.
- e) Collecting beneficiary feedbacks and sharing those with State Government/Nodal Agency.
- f) In the districts where scheme is being renewed for the second year or subsequent years thereafter, it will be the responsibility of the Insurance Company, selected for the second year or subsequent years, as the case may be, to ensure that the hospitals already empanelled under the scheme do not have to undertake any expenditure for the transaction software. The concerned insurance company will also ensure that the hardwares installed already in the hospitals are compatible with the new/ modified transaction software, if any.
- g) It will be the responsibility of the incoming insurer to ascertain the details about the existing hardware and software and undertake necessary modifications (if necessary) at their (insurer’s) own cost if the hardware is not working because of compatibility. Only in the cases where the hardware is not in working condition or is reported lost, it will be the responsibility of the private hospital to arrange for the necessary hardware

7. UNDERTAKING OF INSURER WITH RESPECT TO PROVISION OF SERVICES

A. The Insurer further undertakes that it has entered into or will enter into service agreements within:

A period of 14 days from signature of the Agreement with State Government, with a TPA/ smart card provider, for the purposes of fulfilling various obligations of implementation of “Swasthya Sathi” Scheme as mentioned in section 15.1 of this document.

A period of 21 days from the signature of the Agreement with State Government with the following:

- i) Health Care Providers, for empanelment based on the approved package rates of surgical and medical procedures, as per the terms and conditions outlined in this tender.
 - ii) Such other parties as the Insurer deems necessary to ensure effective outreach and delivery of health insurance under “Swasthya Sathi” Scheme in consultation with the State Nodal Agency.
- B. The Insurer will set up fully operational and staffed district kiosk and server within 15 days of signing the agreement with the State Government/Nodal Agency. State Nodal Agency will provide rent free space in the district for setting-up of district kiosk.
- C. The insurer will necessarily need to complete the following activities before the start of the enrolment in the district:
- i. Empanelment of adequate number of hospitals in each district and updation in the SNA server with all details as required for online empanelment;
 - ii. Setting up of operational District Kiosk and Server;
 - iii. Setting up of toll free helpline;
 - iv. Printing of the booklets which is to be given to the Beneficiaries with the Smart Cards;
 - v. Ensuring availability of policy number for the cluster of districts prior to start of the policy.
 - vi. Ensuring that the service providers appointed by it carry out the correct addition of insurance policy details and policy dates, i.e., start and end dates, etc.
 - vii. Ensuring that contact details of the nodal officer of the Insurer, the nodal officer of the TPA and the nodal officer of the service provider are updated on the “Swasthya Sathi” website.
 - viii. Insurer will share with SNA real time reports of claim data analysis and payment details of various network hospitals.
 - ix. Insurer will confirm that card be delivered on spot to the Beneficiary at the time of enrolment.
- D. The Insurer will be responsible for ensuring that the functions and standards outlined in the tender are met, whether direct implementation rests with the Insurer or with one or more of its partners under service agreements. It shall be the responsibility of the Insurer to ensure that any service agreements with the organizations outlined above provide for appropriate

recourse and remedies for the Insurer in the case of non-performance or partial performance by such other organizations.

- E. Ensure Business Continuity Plan as given hereunder in Clause 8 of Part IV (Other Terms & Conditions) of this document.

8. BUSINESS CONTINUITY PLAN

As “Swasthya Sathi” scheme depends a lot on the technology and the related aspects of Smart Cards and biometric to deliver benefits to the beneficiaries under “Swasthya Sathi”, unforeseen technology and delivery issues in its implementation may interrupt the services. It is hereby agreed that, having implemented the system, if there is an issue causing interruption in its continuous implementation, thereby causing interruption in continuous servicing, the insurers shall be required to make all efforts through alternate mechanism to ensure full service to the beneficiaries in the meantime ensuring to bring the services back to the online platform. The Insurer shall use processes defined in Business continuity plan provided by Government of West Bengal for “Swasthya Sathi” for this purpose. In such a scenario, the insurance company shall be responsible for furnishing all data/information required by State Government/Nodal Agency in the prescribed format.

9. CLAIM MANAGEMENT

9.1 Payment of Claims and Claim Turnaround Time

The Insurer will observe the following discipline regarding settlement of claims received from the empanelled hospitals:

The Insurer will ensure that Claim of the hospital is settled and money sent to the registered account of the hospital through NEFT/RTGS within **ONE MONTH** of receipt of claim data by the Insurance Company or their representatives and the same to be updated in the SNA server.

In case a claim is being rejected, this information will have to be communicated instantly through SNA server. However, the hospital shall have the liberty to appeal to the District Grievance Redressal Committee if it feels so. The contact details of the District Grievance Redressal Committee will need to be provided by the Insurance Company along with the Service Level Agreement entered into with the respective Hospital.

In both the cases, i.e., where a claim is either being settled or being investigated, the process shall be completed within **ONE MONTH** through electronic uploading of the fate of the claim.

The counting of days in all the cases will start from the day when claims are uploaded in server received by the Insurance Company upon whom the responsibility of settling the claim arises or its representative.

The Insurer may collect at their own cost complete claim papers from the provider, if required for audit purposes. This will not have any bearing on the claim settlement to the provider.

If the insurer does not settle the claim within 30 days of the claim being preferred, the hospital shall be paid interest @ 1 % of claimed amount per 15 days of delay in settlement. The amount shall be paid to the hospitals in the same manner for payment of claims.

9.2 Right of Appeal and reopening of claims

The Empanelled Provider shall have a right of appeal to approach the Insurer if the Provider feels that the claim is payable. If provider is not agreed with the Insurer's decision in this regard, it may appeal to the District and/or State Level Grievance Redressal Committee as per Clause 21 of Part II (Scheme Features) of this document within 30 days of communication of the decision. This right of appeal will be mentioned by the Insurer in every repudiation advice. The Insurer and/ or Government can re-open the claim if proper and relevant documents as required by the Insurer are submitted.

9.3 Decision taken by the DGRC regarding payment of any rejected/repudiated claim is final and binding upon the insurance company, if no appeal is made to the SGRC within 30 days of communication of the decision by the DGRC along with specific reasons for such appeal. Any subsequent delay in compliance of the DGRC order as stated above will attract penalty of Rs 25000/- per case per 15 days' delay thereof, which shall be paid to the State Nodal agency by the Insurance Company.

Appendix 1

Exclusions to the “Swasthya Sathi” Policy

EXCLUSIONS: (IPD & DAY CARE PROCEDURES)

The Insurance Company 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:

1. **Conditions that do not require hospitalization:** Condition that do not require hospitalization and can be treated under Out Patient Care. Outpatient Diagnostic, Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under day care procedures will not be covered.
2. 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.
3. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, unless arising from disease or injury and which requires hospitalisation for treatment.
4. **Drug and Alcohol Induced illness:** Diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc. However any life saving treatment to a disease caused due to indirect/secondary effect of abuse of drugs / alcohol shall be covered.
5. **Fertility related procedures:** Any fertility, sub-fertility or assisted conception procedure, Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
6. **Vaccination:** Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness, Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident).
7. **War, Nuclear invasion:** Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not) or by nuclear weapons / materials.
8. **Suicide:** Proved intentional self-injury/suicidal attempt.

EXCLUSIONS UNDER MATERNITY BENEFIT CLAUSE:

The Insurance Company 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:

- a) Expenses incurred in connection with voluntary medical termination of pregnancy are not covered except induced by accident or other medical emergency to save the life of mother.

Appendix 2

List of Day Care Procedures

The Insurance Company shall provide coverage for the following day care treatments/ procedures:

- Haemo-Dialysis
- CT Scan- Part of the ongoing treatment
- MRI- Part of the ongoing treatment
- Parenteral Chemotherapy
- Radiotherapy
- Eye Surgery
- Lithotripsy (kidney stone removal)
- Tonsillectomy
- D&C
- Dental surgery following an accident/disease
- Surgery of Hydrocele
- Surgery of Prostrate
- Gastrointestinal Surgeries
- Genital Surgery
- Surgery of Nose
- Surgery of Throat
- Surgery of Ear
- Surgery of Urinary System
- Treatment of fractures/dislocation (excluding hair line fracture), Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalisation
- Laparoscopic therapeutic surgeries that can be done in day care
- Identified surgeries under General Anaesthesia.
- Any disease/procedure mutually agreed upon.

Appendix- 3

A. Provisional/Suggested List for Medical and Surgical Interventions / Procedures In General Ward

These package rates will include bed charges (General ward/ICU), Nursing and boarding charges, Surgeons, Anesthetists, Medical Practitioner, Consultants fees, Anesthesia, Blood transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests, Food to patient etc. Expenses incurred for diagnostic test and medicines upto 1 day before the admission of the patient and cost of diagnostic test and medicine upto 5 days of the discharge from the hospital for the same ailment / surgery including Transport Expenses will also be the part of package. The package should cover the entire cost of treatment of the patient from date of reporting (1 day Pre hospitalisation) to his discharge from hospital and 5 days after discharge, Transport Expenses and any complication while in hospital, making the transaction truly cashless to the patient.

Medical (Non surgical) hospitalisation procedures means Bacterial meningitis, Bronchitis- Bacterial/Viral, Chicken pox, Dengue fever, Diphtheria, Dysentery, Epilepsy, Filariasis, Food poisoning, Hepatitis, Malaria, Measles, Meningitis, Plague, Pneumonia, Septicemia, Tuberculosis (Extra pulmonary, pulmonary etc), Tetanus, Typhoid, Viral fever, Urinary tract infection, Lower respiratory tract infection and other such procedures requiring hospitalisation etc.

(i). NON SURGICAL(Medical) TREATMENT IN GENERAL WARD	
The package should cover the entire cost of treatment of the patient from date of reporting (1 day Pre hospitalisation) to his discharge from hospital and 5 days after discharge, Transport Expenses of Rs. 200 and any complication while in hospital. Details of what all is included is give in Section 5.2 of Tender document.	
(ii) IF ADMITTED IN ICU:	
The package should cover the entire cost of treatment of the patient from date of reporting (1 day Pre hospitalisation) to his discharge from hospital and 5 days after discharge, Transport Expenses of Rs. 200 and any complication while in hospital during stay in I.C.U. Details of what all is included is give in Section 5.2 of Tender document.	
(iii) SURGICAL PROCEDURES IN GENERAL WARD (NOT SPECIFIED IN PACKAGE):	
The include the entire cost of treatment of the patient from date of reporting (1 day Pre hospitalisation) to his discharge from hospital and 5 days after discharge, Transport Expenses of Rs. 200 and any complication while in hospital. Details of what all is included is give in Section 5.2 of Tender document.	To be negotiated with Insurer before carrying out the procedure
(iv) SURGICAL PROCEDURES IN GENERAL WARD	

The package should cover the entire cost of treatment of the patient from date of reporting (1 day Pre hospitalisation) to his discharge from hospital and 5 days after discharge, Transport Expenses Rs.200 and any complication while in hospital. Details of what all is included is give in Section 5.2 of Tender document.	Please refer Package Rates in the following table
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B. PACKAGE RATE FOR INPATIENT/HOSPITALISATION

Type Of Hospital	Number of Packages fixed by State Level Expert Group
Grade A Hospitals	1511
Grade B Hospitals	1409
Grade C Hospitals	402
Grade R Hospitals	164

List of packages is being shown separately as **Appendix-3A**.

Appendix 4

Guidelines for Smart Card and other IT Infrastructure under “SWASTHYA SATHI”

1. Introduction:

These guidelines provide in brief the technical specifications of the smart card, devices & infrastructure to be used under “Swasthya Sathi”. The standardization is intended to serve as a reference, providing State Government agencies with guidance for implementing an interoperable smart card based cashless health insurance programme.

While the services are envisaged by various agencies, the ownership of the project and thereby that of complete data – whether captured or generated as well as that of smart cards lies with the Government of West Bengal, Department of Health and Family Welfare.

In creating a common health insurance card across the State, the goals of the smart health insurance card program are to:

- Allow verifiable & non repudiable identification of the health insurance beneficiary at point of transaction.
- Validation of available insurance cover at point of transaction without any document
- Support multi-vendor scenario for the scheme
- Allow usage of the health insurance card across states and insurance providers

This document pertains to the stakeholders, tasks and specifications related to the Smart Card system only. It does not cover any aspect of other parts of the scheme. The stakeholders need to determine any other requirements for completion of the specified tasks on their own even if they may not be defined in this document.

2. Enrolment station

2.1. Components

Though three separate kinds of stations have been mentioned below, it is possible to club all these functionalities into a single workstation or have a combination of workstations perform these functionalities (2 or more enrolment stations, 1 printing station and 1 issuance station). The number of stations will be purely dependent on the load expected at the location.

The minimum requirements from each station are mentioned below:

The team should carry additional power back up in the event that electricity is not available for some time at site.

a. Common components

- I. Windows 7 or higher (all service packs) or above
- II. MS Sql Server

- III. Certified enrolment, personalisation & issuance software
- IV. Data backup facility

b. Enrolment station components

- I. Computer with power backup for at least 8 hours
- II. 1 Optical biometric scanner for fingerprint capture
- III. 1 VGA camera for photograph capture

c. Personalisation station components

- I. Computer with power backup for at least 8 hours
- II. 1 PCSC compliant smart card readers (for FKO card & split card)
- III. Smart card printer with smart card encoder

d. Issuance station components

- i. Computer with power backup for at least 8 hours
- ii. 1 PCSC compliant smart card readers (1 for FKO card, 1 for Beneficiary card,)
- iii. 1 Optical Fingerprint scanner (for verification of FKO & beneficiary)

2.2. Specifications for hardware

a. Computer

Windows 7 or higher (all service packs) or above [32 bit] and

Capable of supporting all devices as mentioned above

b. Fingerprint Scanner

The Fingerprint capture device at enrolment as well as verification should be single finger type. Kindly refer to the document “fingerprint_image_data_standard_ver.1.0 (2)” through the website www.egovstandards.gov.in. All specifications confirming to “Setting level 31” would be applicable for “SWASTHYA SATHI” related enrolment and verification. The images should be stored in png format. It is advisable that the best practices suggested in the document should be followed.

c. Camera

- Sensor: High quality VGA
- Still Image Capture: min 1.3 megapixels (software enhanced). Native resolution is 640 x 480
- Automatic adjustment for low light conditions

d. Smart Card Reader

- PCSC compliant
- Read and write all microprocessor cards with T=0 and T=1 protocols

e. Smart card printer

- Supports colour dye sublimation and monochrome thermal transfer
- Edge to edge printing standard
- Prints at least 150 cards/ hour in full colour and up to 750 cards an hour in monochrome
- Minimum printing resolution of 300 dpi
- Automatic and manual feeder for card loading
- USB Connectivity
- Printer Should have hardware/software protection to disallow unauthorized usage of Printer
- Inbuilt encoding unit to personalize Contact cards in a single pass
- Compatible to microprocessor chip personalization
- Smart card printing ribbon as required

Note: The enrolment stations due to the nature of work involved need to be mobile and work under rural & rugged terrain. This should be of prime consideration while selecting the hardware matching the specifications given above.

3. Smart Cards

3.1. Specifications for Smart Cards

Card Operating System shall comply with SCOSTA standards ver.1.2b with latest addendum and errata (refer web site <http://scosta.gov.in>). The Smart Cards to be used must have the valid SCOSTA Compliance Certificate from National Informatics Center, New Delhi (refer <http://scosta.gov.in>). The exact smart card specifications are listed as below:

- **SCOSTA Card**
 - a) Microprocessor based Integrated Circuit(s) card with Contacts, with minimum **64 Kbytes** available EEPROM for application data or enhanced available EEPROM as per guidelines issued by DoH&FW.
 - b) Compliant with **ISO/IEC 7816-1,2,3**
 - c) Compliant to **SCOSTA 1.2b Dt. 15 March 2002** with latest addendum and errata
 - d) Supply Voltage 3V nominal.
 - e) Communication Protocol T=0 or T=1.
 - f) Data Retention minimum 10 years.
 - g) Write cycles minimum 100,000 numbers.
 - h) Operating Temperature Range –25 to +55 Degree Celsius.
 - i) Plastic Construction PVC or Composite with ABS with PVC overlay.
 - j) Surface – Glossy.

3.2. Card layout

The detailed visual & machine readable card layout including the background image to be used is available on the website www.swasthyasathi.gov.in. It is mandatory to follow these guidelines for physical personalization of the “Swasthya Sathi” beneficiary card.

For the chip personalization, detailed specification has been provided in the “Swasthya Sathi” KMS document available on the website www.swasthyasathi.gov.in. Along with these SNA has issued specific component for personalization. It is mandatory to follow these specifications and use the prescribed component provided by SNA.

3.3. Cardholder authentication

- The cardholder would be authenticated based on their finger impression at the time of verification at the time of transaction
- The authentication is 1:1 i.e. the fingerprint captured live of the member is compared with the one stored in the smart card.
- In case of new born child, if mother is enrolled under “SWASTHYA SATHI”, the child shall be authenticated through fingerprint of any of the enrolled members on the card.
- In case of fingerprint verification failure, verification by any other authentic document or the photograph in the card may be done at the time of admission. By the time of discharge, the hospital/ smart card service provider should ensure verification using the smart card.

4. Software

The insurer must use only the SNA approved & certified enrolment software and Card. Software for conducting transactions at hospitals and managing any changes to the cards at the District kiosk will be the one provided/authorised by SNA, WB. In addition, the Insurer would have to provide all the hardware and licensed software (database, operating system, etc.) required to carry out the operations as per requirement at the agreed points for enrolment and card issuance. For the transaction points at hospitals and District kiosks, the cost would be borne as per terms of the tender.

Any software required by the Insurer apart from the ones being provided by SNA, WB would have to be developed or procured by the Insurer at their own cost.

5. Mobile Handheld Smart Card Device

These devices are standalone devices capable of reading & updating smart cards based on the programmed business logic and verifying live fingerprints against those stored on a smart card. These devices do not require a computer or a permanent power source for transacting.

These devices could be used for

- Renewal of policy when no modification is required to the card
- Offline verification and transacting at hospitals or mobile camps in case computer is not available.

The main features of these devices are:

- Reading and updating microprocessor smart cards

- Fingerprint verification
- They should be programmable with inbuilt security features to secure against tampering.
- Memory for data storage
- Capable of printing receipts without any external interface
- Capable of data transfer to personal computers and over GPRS, phone line
- Secure Application loading – Application loading to be secure using Public KEYs
- Rechargeable batteries

Specifications

- At least 2 Full size smart card reader and one SAM slot
- Display
- Keypad for functioning the application
- Integrated Printer
- Optical biometric verification capability with similar specifications as mentioned for Fingerprint scanners above in the hardware section
 - Allowing 1:1 search in the biometric module
 - Capability to connect to PC, telephone, modem, GPRS or any other mode of data transfer
 - PCI Compliance

6. PC based Smart Card Device

Where Computers are being used for transactions, additional devices would be attached to these computers. The computer would be loaded with the certified transaction software. The devices required for the system would be

6.1. Optical biometric scanner for fingerprint verification (specifications as mentioned for fingerprint devices in hardware section)

6.2. Smart card readers

2 Smart card readers would be required for each device, one each for hospital authority and beneficiary card which should be

- PCSC compliant
- Read and write all microprocessor cards with T=0 and T=1 protocols

Other devices like printer, modem, etc may be required as per software. The same would be specified by the insurance company at the time of empanelling the hospital.

Appendix 5

Draft MoU between Insurance Company and the Hospital

Service Agreement

Between

(Insert Name of the Hospital)

and

_____ **Insurance Company Limited**

This Agreement (Hereinafter referred to as “Agreement”) is made at _____ on this _____ day of _____ 20__.

BETWEEN

_____ (Hospital) an institution located in _____, having their registered office at _____ (hereinafter referred to as “Hospital”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as party of the FIRST PART

AND

_____ Insurance Company Limited, a Company registered under the provisions of the Companies Act, 1956 and having its registered office _____ (hereinafter referred to as “Insurer” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliate and assigns) as party of the SECOND PART.

The Hospital and Insurer are individually referred to as a "Party" or "party" and collectively as "Parties".

WHEREAS

1. Hospital is a health care provider duly recognized and authorized by appropriate authorities having valid Clinical Establishment Licence to impart health care services to the public at large;
2. Insurer is registered with Insurance Regulatory and Development Authority to conduct general insurance business including health insurance services;
3. Insurer has entered into an agreement with the Government of West Bengal wherein it has agreed to provide the health insurance services to identified Beneficiary families covered under Swasthya Sathi;
4. Hospital has expressed its desire to join Insurer's network of hospitals and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under “SWASTHYA SATHI” Policy on terms and conditions herein agreed;
5. Insurer has on the basis of desire expressed by the hospital and on its representation agreed to empanel the hospital as empanelled provider for rendering complete health services.

In this **AGREEMENT**, unless the context otherwise requires:

1. the masculine gender includes the other two genders and vice versa;
2. the singular includes the plural and vice versa;
3. natural persons include created entities (corporate or incorporate) and vice versa;
4. Marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this **AGREEMENT**; and
5. Should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the **PARTIES** notwithstanding the fact that it is embodied in the definition clause.

In this **AGREEMENT** unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

Definition:

- A. Institution** shall for all purpose mean a Hospital.
- B. Health Services** shall mean all services necessary or required to be rendered by the Institution under an agreement with an insurer in connection with “health insurance business” or “health cover” as defined in regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulations, 2000; but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
- C. Beneficiaries** shall mean the person/s that are covered under the “Swasthya Sathi” health insurance scheme of Government of West Bengal and holds a valid smart card issued for “Swasthya Sathi”.
- D. Confidential Information** includes all information (whether proprietary or not and whether or not marked as ‘Confidential’) pertaining to the business of the Company or any of its subsidiaries, affiliates, employees, Companies, consultants or business associates to which the Institution or its employees have access to, in any manner whatsoever.
- E. Smart Card** shall mean Identification Card for Swasthya Sathi beneficiaries issued under ‘Swasthya Sathi’ by the Insurer as per specifications given by the State Government.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**Article 1:
Term**

This Agreement shall be for a period of one year. However, it is understood and agreed between the Parties that the term of this agreement may be renewed yearly basis upon mutual consent of the Parties in writing, either by execution of a Supplementary Agreement or by exchange of letters.

**Article 2:
Scope of services**

1. The hospital undertakes to provide the service in a precise, reliable and professional manner to the satisfaction of Insurer and in accordance with additional instructions issued by Insurer in writing from time to time.
2. The hospital shall treat the beneficiaries of “Swasthya Sathi” Scheme according to good business practices.
3. The hospital will extend priority admission facilities to the beneficiaries of “Swasthya Sathi” Scheme, whenever possible.
4. The hospital shall provide packages for specified interventions/ treatment to the beneficiaries as per the rates mentioned in Enclosure II. It is agreed between the parties that the package will include:

The charges for medical/ surgical procedures/ interventions under the Benefit package will be no more than the package charge agreed by the Parties. In the case of medical conditions, a flat per day rate will be paid depending on whether the patient is admitted in general or ICU.

These package rates (in case of surgical) or flat per day rate (in case of medical) will include:

- a. Registration Charges
 - b. Bed charges (General Ward in case of surgical),
 - c. Nursing and Boarding charges,
 - d. Surgeons, Anesthetists, Medical Practitioner, Consultants fees etc.
 - e. Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances etc,
 - f. Medicines and Drugs,
 - g. Cost of Prosthetic Devices, implants,
 - h. X-Ray and other Diagnostic Tests etc,
 - i. Food to patient
 - j. Expenses incurred for consultation, diagnostic test and medicines up to 1 day before the admission of the patient and cost of diagnostic test and medicine up to 5 days of the discharge from the hospital for the same ailment / surgery
 - k. Transportation Charge of Rs. 200/- (payable to the beneficiary at the time of discharge in cash by the hospital).
 - l. Any other expenses related to the treatment of the patient in the hospital.
5. The Hospital shall ensure that medical treatment/facility under this agreement should be provided with due care and that accepted standards is extended to the beneficiary.
 6. The Hospital shall allow Insurance Company official bearing official identity card to visit the beneficiary preferably with prior intimation. Insurer shall not interfere with the medical team of the hospital; however, Insurer reserves the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the hospital will be allowed to Insurer on a case to case basis with prior appointment from the hospital.
 7. The Hospital shall also endeavor to comply with future requirements of Insurer to facilitate better services to beneficiaries, e.g., providing for standardized billing, ICD coding, etc. and, if mandatory by statutory requirement, both parties agree to review the same.
 8. The Hospital agrees to have bills audited on a case to case basis as and when necessary through Insurer audit team. This will be done on a pre-agreed date and time and on a regular basis.
 9. The hospital will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, for which he is admitted.

Article 3:

Identification of Beneficiaries

1. Smart Cards would be the proof of the eligibility of beneficiaries for the purpose of the scheme. The beneficiaries will be identified by the hospital on the basis of smart card issued to them. The smart card shall have the photograph and finger print details of the beneficiaries. The smart card would be read by the smart card reader. The patients/ relative's finger prints would also be captured by the biometric scanner. The POS machine will identify a person if the finger prints match with those stored on the card. In case the patient is not in a position to give fingerprint, any other member of the family who is enrolled under the scheme can verify the patient's identity by giving his/ her fingerprint.
2. The Hospital will set up a 24X7 Help desk for "Swasthya Sathi" beneficiaries. The desk shall be easily accessible and will have all the necessary hardware and software required to identify the patients.
3. For the ease of the beneficiary, the hospital shall display the recognition and promotional material, network status, and procedures for admission supplied by Insurer at prominent location, including but not limited to outside the hospital, at the reception and admission counter and Casualty/ Emergency departments. The format for signage outside the hospital and at the reception counter will be provided by the Insurance Company.
4. It is agreed between the parties that having implemented smart cards, in case due to technological issues causing interruption in implementing, thereby causing interruption in continuous servicing, there shall be a migration to manual health cards, as provided by the vendor specified by Insurer, and corresponding alternative servicing process for which the hospital shall extend all co-operation.

Article 4:

Hospital Services- Admission Procedure

1. Planned Admission

It is agreed between the parties that on receipt of request for hospitalization on behalf of the beneficiary the process to be followed by the hospital is as prescribed in Enclosure I.

2. Emergency admission

- 2.1. The Parties agree that the Hospital shall admit the Beneficiary (ies) in the case of emergency but the smart card will need to be produced and authenticated within 48 hours.
- 2.2. Hospital upon deciding to admit the Beneficiary should register the patient through online registration portal of SNA and also inform/ intimate over phone immediately to the 24 hours Insurer's helpdesk or the local/ nearest Insurer office.
- 2.3. The data regarding admission shall be sent electronically to the server of the insurance company as well as that of the State Nodal Agency.
- 2.4. After the package being selected for the beneficiary, hospital will apply for pre-authorisation through online preauthorization module. Preauthorisation will be provided within 12 hours of uploading the request; however, in case medical emergency treatment to the patient to be started immediately on admission, treatment should be started immediately with the in-principle approval of the insurance company through phone/fax/email.
- 2.5. If the treatment to be provided is not part of the package list, hospital will need to get the approval from the Insurance Company as given in case 2 of Enclosure 1.
- 2.6. On receipt of the preauthorization form from the Hospital giving the details of the ailments for admission and the estimated treatment cost, which is to be forwarded within 12 hours of admission, Insurer undertakes to issue the confirmation letter and online approval for the admissible amount within 12 hours of the receipt of the preauthorization form subject to policy terms & conditions.
- 2.7. In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility, Insurer can deny the guarantee of payment and the same shall have to be addressed to the Insured under intimation to the Hospital. The Hospital will have to follow their normal practice in such cases.

- 2.8. Denial of Authorization/ guarantee of payment in no way mean denial of treatment. The Hospital shall deal with each case as per their normal rules and regulations.
- 2.9. Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub-limits for rooms and board, surgical fees etc. wherever applicable. Hospital must take care to ensure compliance.
- 2.10. The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization.
- 2.11. In case the sum available is considerably less than the estimated treatment cost, Hospital should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the beneficiaries not provided for by indemnity.

Article 5:

Checklist for the hospital at the time of Patient Discharge

1. Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & pharmacy receipt etc. must not be given to the patient. These are to be forwarded to billing department of the Hospital who will compile and keep the same with the Hospital.
2. The Discharge card/Summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries.
3. Signature or thumb impression of the patient/ beneficiary on final hospital bill must be obtained.

Article 6:

Payment terms

1. Hospital will submit online claim report along with the discharge summary and treatment records in accordance with the rates as prescribed in the Enclosure 2 on a daily basis.
2. The Insurer will have to take a decision and settle the Claim within one month. In case the insurer decided to reject the claim, that decision also will need to be taken within one month.
3. However if required, Insurer can visit hospital to gather further documents related to the treatment to process the case.
4. Payment will be done by Electronic Fund Transfer as far as possible.

Article 6A:

Claim Management

1 Payment of Claims and Claim Turnaround Time

The Insurer will observe the following discipline regarding settlement of claims received from the empanelled hospitals:

The Insurer will ensure that Claim of the hospital is settled and money sent to the registered account of the hospital through NEFT/RTGS within **ONE MONTH** of receipt of claim data by the Insurance Company or their representatives and the same to be updated in the SNA server.

In case a claim is being rejected, this information will have to be communicated instantly through SNA server to respective hospital. However, the hospital shall have the liberty to appeal to the District Grievance Redressal Committee if it feels so. The contact details of the District Grievance Redressal Committee will need to be provided by the Insurance Company along with the Service Level Agreement entered into with the respective Hospital.

In both the cases, *i.e.*, where a claim is either being settled or being investigated, the process shall be completed within ONE MONTH through electronical uploading of the fate of the claim.

The counting of days in all the cases will start from the day when claims are uploaded in server received by the Insurance Company upon whom the responsibility of settling the claim arises or by its representative.

The Insurer may collect at their own cost complete claim papers from the provider, if required for audit purposes. This will not have any bearing on the claim settlement to the provider.

Claims related to a beneficiary beyond the cluster where the Insurance Company is servicing shall be sent within 15 days to the Insurer of the respective cluster where the beneficiary belongs to. In that case, Turn Around Time of ONE MONTH on the part of insurer responsible for settling the claim shall be counted from the actual date of receipt of the claim from the Insurer of cluster where the beneficiary was treated.

If the insurer does not settle the claim within 30 days of the claim being preferred, the hospital shall be paid interest @ 1 % of claimed amount per 15 days of delay in settlement. The amount shall be paid to the hospitals in the same manner for payment of claims.

2. Right of Appeal and reopening of claims

The Empanelled Provider shall have a right of appeal to approach the Insurer if the Provider feels that the claim is payable. If provider is not agreed with the Insurer's decision in this regard, it may appeal to the District and/or State Level Grievance Redressal Committee within 30 days of communication of the decision. This right of appeal will be mentioned by the Insurer in every repudiation advice. The Insurer and/ or Government can re-open the claim if proper and relevant documents as required by the Insurer are submitted.

- 3.** Decision taken by the DGRC regarding payment of any rejected/repudiated claim is final and binding upon the insurance company, if no appeal is made to the SGRC within 30 days of communication of the decision by the DGRC along with specific reasons for such appeal. Any subsequent delay in compliance of the DGRC order as stated above will attract penalty of Rs 25000/- per case per 15 days' delay thereof, which shall be paid to the State Nodal Agency by the Insurance Company.

**Article 6B:
Repudiation of Claims**

- (i) In case of any claim being found untenable, the insurer shall communicate reasons immediately in the State Nodal Agency server and also in writing to the Designated Authority of the District/State/Nodal Agency and the Health provider for this purpose within ONE MONTH of receiving the claim electronically. A final decision regarding rejection, even if the claim is getting investigated, shall be taken within ONE MONTH. Rejection letters needs to carry the details of the claim summary, rejection reason and details of the Grievance Redressal Committee. Such claims shall be reviewed by the State/ District Committee on monthly basis. Details of every claim which is pending beyond ONE MONTH are to be sent to District/SNA along with the reason of delay and shall also carry interest as per rates fixed by the SNA.
- (ii) To check the malpractices of hospitals, Penalties for Offences committed by any Network Hospital shall be imposed as detailed below:

Penalties for Offences by the Hospital				
Sl No.	Case Issue	First Offence	Second Offence	Third Offence
1	Receiving of treatment cost (out of Pocket expenditure) from the patient party from 24 hours before hospitalization till discharge.	Full refund to the beneficiary. Till the full amount is returned to the beneficiary, the claim of the Hospital in that respect shall neither be paid to the Hospital nor shall attract any interest for delayed payment.	In addition to actions as mentioned for First Offence, rejection of claims for the case being in default for the second time.	Suspension for 30 days.
2	Claim uploaded for services which has not been provided or part services provided	Rejection of claims along with penalty of 4 times the amount claimed for the services which has not been provided is to be deposited into the specified account of State Nodal Agency. If the penalty is not deposited within 15 days of online communication (through SNA server) of the order, Insurance Company/ State Nodal	Rejection of claim along with penalty of 8 times the amount claimed for services which has not been provided is to be deposited into the specified account of State Nodal Agency. If the penalty is not deposited within 15 days of online communication (through SNA server)	Suspension / De-Empanelment including reference to CMOH for cancellation of CE license in addition to the Penalty (8 times of the Claim) as specified in respect of Second

Penalties for Offences by the Hospital				
Sl No.	Case Issue	First Offence	Second Offence	Third Offence
		Agency shall adjust the same from the future claims of the concerned Hospitals.	of the order, Insurance Company/ State Nodal Agency shall adjust the same from the future claims of the concerned Hospital.	Offence.

Article 7:

Declarations and Undertakings of a Hospital

1. The Hospital undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
2. The Hospital undertakes to uphold all requirement of law in so far as these apply to him and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the Central or the State Govt. The hospital declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charge has been established against it by a court of competent jurisdiction.

Article 8:

General responsibilities & obligations of the Hospital

1. The Hospital shall ensure that no confidential information is shared or made available by the Hospital or any person associated with it to any person or entity not related to the Hospital without prior written consent of Insurer.
2. The Hospital shall provide cashless facility to the beneficiary in strict adherence to the provisions of the agreement.
3. The Hospital will have his facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the MoU. The cost/ premium of such policy shall be borne solely by the Hospital.
4. The Hospital shall provide the best of the available medical facilities to the beneficiary.
5. The Hospital shall endeavour to have an officer in the administration department assigned for insurance/contractual patient and the officers will eventually learn the various types of medical benefits offered under different insurance plans.
6. The Hospital shall have to display their status of preferred service provider of “SWASTHYA SATHI” at their reception/ admission desks along with the display and other materials supplied by Insurer, whenever possible, for the ease of the beneficiaries.
7. The Hospital shall at all times during the course of this agreement maintain a helpdesk to manage all “SWASTHYA SATHI” patients. This helpdesk would contain the following:
 - a. Facility of telephone
 - b. Facility of fax machine
 - c. PC Computer
 - d. Document Scanner –cum-Photocopier
 - e. Internet/ Any other connectivity to the Insurance Company Server
 - f. PC enabled POS machine with a biometric scanner to read and manage smart card transactions to be purchased at a pre-negotiated price from the vendor specified by Insurer. The maintenance of the same shall be the responsibility of the vendor specified by Insurer.
 - g. 24X7 helpdesk support.

- h. At least two persons trained in Swasthya Sathi Scheme related matters.

The above should be installed within 15 days of signing of this agreement. The hospital also needs to inform and train personnel on the handling of POS machine and also on the process of obtaining Authorization for conditions not covered under the list of packages, and have a manned helpdesk at their reception and admission facilities for aiding in the admission procedures for beneficiaries of “SWASTHYA SATHI” Policy.

**Article 9:
General responsibilities of Insurer**

Insurer has a right to avail similar services as contemplated herein from other institution for the Health services covered under this agreement.

**Article 10:
Relationship of the Parties**

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

**Article 11:
Reporting**

In the first week of each month, beginning from the first month of the commencement of this Agreement, the Hospital and Insurer shall exchange information on their experiences during the month and review the functioning of the process and make suitable changes whenever required. However, all such changes have to be in writing and by way of suitable supplementary agreements or by way of exchange of letters.

All official correspondence, reporting, etc pertaining to this Agreement shall be conducted with Insurer at its corporate office at the address _____.

**Article 12:
Termination**

1. Insurer reserves the right to terminate this agreement as per the guidelines issued by the Department of Health and Family Welfare, Government of West Bengal as given in Enclosure 3.
2. This Agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.
3. Either party reserves the right to inform public at large along with the reasons of termination of the agreement by the method which they deem fit.

**Article 13:
Confidentiality**

This clause shall survive the termination/expiry of this Agreement.

1. Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The Hospital shall not disclose to any third party, and shall use its best efforts to ensure that its officers and employees keep secret all information, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as may be authorized in writing by Insurer. Insurer shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the Hospital including without limitation to the Hospital's proprietary information, process flows, and other required details.

2. In Particular the Hospital agrees to:

- a) Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the Hospital or such other medical practitioner or such other person by virtue of this agreement or otherwise, including Insurer's proprietary information, confidential information relating to insured, medicals test reports whether created/ handled/ delivered by the Hospital. Any personal information relating to a Insured received by the Hospital shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to Insurer only and shall not give or make available such information/ any documents to any third party whatsoever.
- b) Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to the Insurance Agent / Advisor under any circumstances.
- c) Keep confidential and endeavour to maintain confidentiality of any information relating to Insured, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from Insurer and through Insurer from the Insured.

Article 14:

Indemnities and other Provisions

1. Insurer will not interfere in the treatment and medical care provided to its beneficiaries. Insurer will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
2. Insurer shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the hospital and the hospital shall obtain professional indemnity policy on its own cost for this purpose. The Hospital agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.
3. Notwithstanding anything to the contrary in this agreement neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
4. The Hospital will indemnify, defend and hold harmless the Insurer against any claims, demands, proceedings, actions, damages, costs, and expenses which the insurance company may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the Hospital or any of its employees or doctors or medical staff.

Article 15:

Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

- a. By registered mail;
- b. By courier;
- c. By facsimile;

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- a. If sent by registered mail, seven working days after posting it; and
- b. If sent by courier, seven working days after posting it; and
- c. If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

-if to the Hospital:

Attn:

Tel :

Fax:

-if to the Insurer:

_____ Insurance Company Limited

Article 16

Miscellaneous

1. This Agreement together with any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement.
2. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
3. Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.
4. The hospital may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of Insurer, provided whereas that the Insurer may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the hospital.
5. The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
6. The Hospital will indemnify, defend and hold harmless the Insurer against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the hospital or any of its employees/doctors/other medical staff.

7. Law and Arbitration

- a. The provisions of this Agreement shall be governed by, and construed in accordance with Indian law.
- b. Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.
- c. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
- d. The place of arbitration shall be Kolkata and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Kolkata.
- e. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- f. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction.
- g. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.
- h. The cost of the arbitration proceeding would be born by the parties on equal sharing basis.

NON – EXCLUSIVITY

A. Insurer reserves the right to appoint any other provider for implementing the packages envisaged herein and the provider shall have no objection for the same.

8. Severability

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

9. Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SIGNED AND DELIVERED BY the hospital.- the within named _____, by the Hand of _____
its Authorised Signatory

In the presence of:

SIGNED AND DELIVERED BY _____ INSURANCE COMPLAY LIMITED, the within named
_____, by the hand of _____ its Authorised Signatory

In the presence of:

Enclosure I

Hospital Services- Admission Procedure

Case 1: Package covered and sufficient funds available

- 1.1. Beneficiary approaches the “SWASTHYA SATHI” helpdesk at the network hospital of Insurer.
- 1.2. Helpdesk verifies that beneficiary has genuine card issued under “SWASTHYA SATHI” (Key authentication) and that the person carrying the card is enrolled (fingerprint matching).
- 1.3. After verification, a slip shall be printed giving the person’s name, age and amount of Insurance cover available.
- 1.4. The beneficiary is then directed to a doctor for diagnosis.
- 1.5. Doctor shall issue a diagnosis sheet after examination, specifying the problem, examination carried out and line of treatment prescribed. The beneficiary approaches the “SWASTHYA SATHI” helpdesk along with the diagnostic sheet.
- 1.6. Online registration of the patient with photographs of the patient/or patient’s family member along with mobile number to be done.
- 1.7. If the patient does not require admission the patient will be discharged and no fees to be charged
- 1.8. If the doctor prescribed admission, the help desk shall re-verify the card & the beneficiary and select the package under which treatment is to be carried out. Verification is to be done preferably using patient fingerprint, only in situations where it is not possible for the patient to be verified, it can be done by any family member enrolled in the card.
- 1.9. The terminal shall automatically block the corresponding amount on the card.
- 1.10. Online preauthorization request to be sent to the insurance company at once with required reports.
- 1.11. The patient should be provided with quality treatment including free diet, medicines, diagnostics, and implants during the entire period of treatment without charging anything except the blocked amount.
- 1.12. In case during treatment, requirement is felt for extension of package or addition of package due to complications, the patient or any other family member would be verified and required package selected. This would ensure that the Insurance Company is apprised of change in claim. The availability of sufficient funds is also confirmed thereby avoiding any such confusion at time of discharge.
- 1.13. Thereafter, once the beneficiary is discharged, the beneficiary shall again approach the helpdesk with the discharge summary.
- 1.14. After card & beneficiary verification, the discharge details shall be entered into the terminal.
- 1.15. In case the treatment is covered, beneficiary shall be provided with the transport cost from the help desk in cash with proper receipt. Full course of medicine for 5 days after discharge also to be provided from the help desk.
- 1.16. In case treatment of one family member is under way when the card is required for treatment of another member, the software shall consider the insurance cover available after deducting the amount blocked against the package.
- 1.17. Due to any reason if the beneficiary does not avail treatment at the Hospital after the amount is blocked the “Swasthya Sathi” helpdesk would need to unblock the amount.
- 1.18. No card shall be retained by the Hospital or help desk once the patient is discharged from the Hospital.

Case 2: In case of packages not covered under the scheme

- 2.1. Steps from 1.1 to 1.7
- 2.2. In case the line of treatment prescribed is not covered under “Swasthya Sathi”, the helpdesk shall advise the beneficiary accordingly and initiate approval from Insurer through online preauthorization module and/or through manual request.
- 2.3. The hospital will make online pre-authorization request and/or through fax/email.. Request for hospitalization on behalf of the beneficiary may be made by the hospital/consultant attached to the hospital as per the prescribed format. The preauthorization form would need to give the beneficiary’s proposed admission along with the necessary medical details and the treatment planned to be administered and the break up of the estimated cost.
- 2.4. Insurer shall either approve or reject the request. In case Insurer approves, they will also provide the AL (authorization letter) number and amount authorized to the hospital via return fax. Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub-limits for rooms and board, surgical fees etc. wherever applicable. Hospital must take care to ensure admission accordingly.
- 2.5. On receipt of approval, the “Swasthya Sathi” helpdesk would manually enter the amount and package details (authorization ID) into the helpdesk device. The device would connect to the server on-line for verification of the authorization ID. The server would send the confirmation (denial/approval) to the helpdesk device.
- 2.6. Steps 1.9 to 1.18

Case 3: In case of in-sufficient funds

In case the amount available is less than the package cost, the hospital shall follow the norms of deposit / running bills.

3.1 Steps from 1.1 to 1.7

3.2 In case of insufficient funds the balance amount could be utilized and the rest of the amount would be paid by the beneficiary after conformance of beneficiary.

3.3 The terminal would have a provision to capture the amount collected from the beneficiary.

Steps from 1.9 to 1.18.

Enclosure 2 List of Packages

Enclosure 3

PROCESS NOTE FOR DE-EMPANELMENT OF HOSPITALS

Background

This process note provides broad operational guidelines regarding De-empanelment of hospitals which are empanelled in “Swasthya Sathi”. The process to be followed and roles of different stakeholders have been outlined.

Process to Be Followed For De-Empanelment of Hospitals:

Step 1 – Putting the Hospital on “Watch-list”

1. Based on the claims data analysis and/ or the hospital visits, if there is any doubt on the performance of a Hospital, the Insurance Company or its representative can put that Hospital in the watch list.
2. The data of such Hospital shall be analysed very closely on a daily basis by the Insurance Company or its representatives for patterns, trends and anomalies.
3. The Insurance Company will immediately inform the State Nodal Agency about the hospital which has been put in the watch list within 24 hours of this action and the same should be updated in the SNA server with the reasons for putting the hospital under watch list.

Step 2 – Suspension of the Hospital

A hospital can be temporarily suspended in the following cases:

- a. For the hospitals which are in the “Watch-list” and the same was duly communicated to such hospitals & if the Insurance Company observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of hospitals, the hospital shall be suspended from providing services to “Swasthya Sathi” patients with the cognizance of the DGRC and a formal investigation shall be instituted immediately.
- b. If a hospital is not in the “Watch-list”, but the insurance company observes at any stage that it has data/ evidence that suggests that the hospital is involved in any serious unethical practice/ is not adhering to the major clauses of the contract with the Insurance Company or their representatives/ involved in financial fraud related to “Swasthya Sathi” patients, it may suspend the hospital with the approval of the DGRC from providing services to “Swasthya Sathi” patients and a formal investigation shall be instituted immediately.
- c. A directive is given by State Nodal Agency based on the complaints received directly or the data analysis/ field visits done by State Nodal Agency.
- d. The Hospital, District Authority and SNA should be informed without fail of the decision of suspension of hospital within 6 hours of this action. At least 24 hours intimation must be given to the hospital prior to the suspension so that admitted patients may be discharged and no fresh admission can be done by the hospital.
- e. For informing the beneficiaries, within 24 hrs suspension, an advertisement in the local newspaper ‘mentioning about temporally stoppage of “Swasthya Sathi” services’ must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.
- f. To ensure that suspension of the hospital results in their not being able to treat “Swasthya Sathi” patients, a provision shall be made in the software so that hospital cannot send electronic claims data to the Insurance Company or their representatives.

- g. A formal letter shall be sent to the hospital regarding its suspension with mentioning the timeframe within which the formal investigation will be completed.

Step 3 – Detailed Investigation

1. The Insurance Company may launch a detailed investigation into the activities of a hospital in the following conditions:
 - a. For the hospitals which have been suspended.
 - b. Receipt of complaint of a serious nature from any of the stakeholders.
2. The detailed investigation may include field visits to the hospitals, examination of case papers, talking with the beneficiaries (if needed), examination of hospital records etc.
3. If the investigation reveals that the report/ complaint/ allegation against the hospital is not substantiated, the Insurance Company would immediately revoke the suspension (in case it is suspended) and inform the same to the hospital, district and the SNA.
4. A letter regarding revocation of suspension shall be sent to the hospital within 24 hours of that decision.
5. Process to receive claim from the hospital shall be restarted within 24 hours.
6. For informing the beneficiaries, within 24 hrs of revoking the suspension, an advertisement in the local newspaper 'mentioning about activation of "Swasthya Sathi" services' must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.

Step 4 – Action by the Insurance Company

If the investigation reveals that the complaint/allegation against the hospital is correct then following procedure shall be followed:

- a. The hospital must be issued a "show-cause" notice seeking an explanation for the aberration and a copy of the show cause notice is sent to the State Nodal Agency and the District Authority.
- b. After receipt of the explanation and its examination, the charges may be dropped or an action may be taken against the Hospital in the meeting of DGRC.
- c. The action could entail one of the following based on the seriousness of the issue and other factors involved:
 - i. A warning to the concerned hospital,
 - ii. De-empanelment of the hospital.

The entire process should be completed within 30 days from the date of suspension else the the action taken by the insurance company against hospital will be void .

Step 5 – Actions to be taken after De-empanelment

7. Once a hospital has been de-empanelled from "Swasthya Sathi", following steps shall be taken:
 - a. A letter shall be sent to the Hospital regarding this decision with a copy to the State Nodal Agency and updation of the SNA portal.
 - b. MHC card of the hospital shall be taken back by the Insurance Company and given to the District Key Manager.
 - c. This information shall be sent to National Nodal Officers of all the other Insurance Companies which are working in "Swasthya Sathi".
 - d. An FIR shall be lodged against the hospital by the Insurance Company at the earliest in case the de-empanelment is on account of fraud or a fraudulent activity.
 - e. The Insurance Company which had de-empanelled the hospital may be advised to notify the same in the local media, informing all beneficiaries about the de-empanelment, so that the beneficiaries do not utilize the services of that particular hospital.
 - f. If the hospital appeals against the decision of the Insurance Company, all the aforementioned actions shall be subject to the decision of the concerned Committee.

Grievance by the Hospital

8. The hospital can approach the Grievance Redressal Committee for the redressal. The Grievance Redressal Committee will take a final view within 30 days of the receipt of the written representation by the authorized

person. However, the hospital will continue to be de-empanelled till the time a final view is taken by the Grievance Redressal Committee.

Online Grievance Redressal Mechanism is available on “Swasthya Sathi” website and though the grievances can be submitted there but for the purpose of disposal of grievances through hearing or enquiry by the DGRC/SGRC, written application in the letter head of the Hospital by the authorized representative of the hospital shall be required.

Special Cases for De-empanelment

In the case where at the end of the Insurance Policy if an Insurance Company does not want to continue with a particular Hospital in a district, it can de-empanel that particular hospital after getting prior approval the State Nodal agency and the District Authority. However, it should be ensured that adequate numbers of hospitals are available in the district for the beneficiaries.

APPENDIX-6

PROCESS NOTE FOR DE-EMPANELMENT OF HOSPITALS

Background

This process note provides broad operational guidelines regarding De-empanelment of hospitals which are empanelled in “Swasthya Sathi”. The process to be followed and roles of different stakeholders have been outlined.

Process to Be Followed For De-Empanelment of Hospitals:

Step 1 – Putting the Hospital on “Watch-list”

4. Based on the claims data analysis and/ or the hospital visits, if there is any doubt on the performance of a hospital, the Insurance Company or its representative can put that hospital in the watch list.
5. The data of such hospital shall be analysed very closely on a daily basis by the Insurance Company or its representatives for patterns, trends and anomalies.
6. The Insurance Company will immediately inform the State Nodal Agency about the hospital which has been put in the watch list within 24 hours of this action and the same should be updated in the SNA server with the reasons for putting the hospital under watch list.

Step 2 – Suspension of the Hospital

A hospital can be temporarily suspended in the following cases:

- a. For the hospitals which are in the “Watch-list” and the same was duly communicated to such hospitals & if the Insurance Company observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of hospitals, the hospital shall be suspended from providing services to “Swasthya Sathi” patients with the cognizance of the DGRC and a formal investigation shall be instituted immediately.
- b. If a hospital is not in the “Watch-list”, but the insurance company observes at any stage that it has data/ evidence that suggests that the hospital is involved in any serious unethical practice/ is not adhering to the major clauses of the contract with the Insurance Company or their representatives/ involved in financial fraud related to “Swasthya Sathi” patients, it may suspend the hospital with the approval of the DGRC from providing services to “Swasthya Sathi” patients and a formal investigation shall be instituted immediately.
- c. A directive is given by State Nodal Agency based on the complaints received directly or the data analysis/ field visits done by State Nodal Agency.
- d. The Hospital, District Authority and SNA should be informed without fail of the decision of suspension of hospital within 6 hours of this action. At least 24 hours intimation must be given to the hospital prior to the suspension so that admitted patients may be discharged and no fresh admission can be done by the hospital.
- e. For informing the beneficiaries, within 24 hrs suspension, an advertisement in the local newspaper ‘mentioning about temporally stoppage of “Swasthya Sathi” services’ must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.
- f. To ensure that suspension of the hospital results in their not being able to treat “Swasthya Sathi” patients, a provision shall be made in the software so that hospital cannot send electronic claims data to the Insurance Company or their representatives.
- g. A formal letter shall be sent to the hospital regarding its suspension with mentioning the timeframe within which the formal investigation will be completed.

Step 3 – Detailed Investigation

9. The Insurance Company may launch a detailed investigation into the activities of a hospital in the following conditions:
 - a. For the hospitals which have been suspended.
 - b. Receipt of complaint of a serious nature from any of the stakeholders.
10. The detailed investigation may include field visits to the hospitals, examination of case papers, talking with the beneficiaries (if needed), examination of hospital records etc.

11. If the investigation reveals that the report/ complaint/ allegation against the hospital is not substantiated, the Insurance Company would immediately revoke the suspension (in case it is suspended) and inform the same to the hospital, district and the SNA.
12. A letter regarding revocation of suspension shall be sent to the hospital within 24 hours of that decision.
13. Process to receive claim from the hospital shall be restarted within 24 hours.
14. For informing the beneficiaries, within 24 hrs of revoking the suspension, an advertisement in the local newspaper 'mentioning about activation of "Swasthya Sathi" services' must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.

Step 4 – Action by the Insurance Company

If the investigation reveals that the complaint/allegation against the hospital is correct then following procedure shall be followed:

- a. The hospital must be issued a "show-cause" notice seeking an explanation for the aberration and a copy of the show cause notice is sent to the State Nodal Agency and the District Authority.
- b. After receipt of the explanation and its examination, the charges may be dropped or an action may be taken against the Hospital in the meeting of DGRC.
- c. The action could entail one of the following based on the seriousness of the issue and other factors involved:
 - i. A warning to the concerned hospital,
 - ii. De-empanelment of the hospital.

The entire process should be completed within 30 days from the date of suspension else the action taken by the insurance company against hospital will be void.

Step 5 – Actions to be taken after De-empanelment

15. Once a hospital has been de-empanelled from "Swasthya Sathi", following steps shall be taken:
 - a. A letter shall be sent to the Hospital regarding this decision with a copy to the State Nodal Agency and updation of the SNA portal.
 - b. MHC card of the hospital shall be taken back by the Insurance Company and given to the District Key Manager.
 - c. This information shall be sent to National Nodal Officers of all the other Insurance Companies which are working in "Swasthya Sathi".
 - d. An FIR shall be lodged against the hospital by the Insurance Company at the earliest in case the de-empanelment is on account of fraud or a fraudulent activity.
 - e. The Insurance Company which had de-empanelled the hospital may be advised to notify the same in the local media, informing all beneficiaries about the de-empanelment, so that the beneficiaries do not utilize the services of that particular hospital.
 - f. If the hospital appeals against the decision of the Insurance Company, all the aforementioned actions shall be subject to the decision of the concerned Committee.

Grievance by the Hospital

16. The hospital can approach the Grievance Redressal Committee for the redressal. The Grievance Redressal Committee will take a final view within 30 days of the receipt of the written representation by the authorized person. However, the hospital will continue to be de-empanelled till the time a final view is taken by the Grievance Redressal Committee.
Online Grievance Redressal Mechanism is available on "Swasthya Sathi" website and though the grievances can be submitted there but for the purpose of disposal of grievances through hearing or enquiry by the DGRC/SGRC, written application in the letter head of the Hospital by the authorized representative of the hospital shall be required.

Special Cases for De-empanelment

In the case where at the end of the Insurance Policy if an Insurance Company does not want to continue with a particular hospital in a district, it can de-empanel that particular hospital after getting prior approval the State Nodal agency and the District Authority. However, it should be ensured that adequate numbers of hospitals are available in the district for the beneficiaries.

Appendix 7 – Format for Submitting List of Empanelled Hospitals

LIST OF EMPANELLED HEALTH FACILITIES FOR “SWASTHYA SATHI” IN STATE OF WEST BENGAL

District	BLOCK/ Municipality	Name of Health Facility	Address with Phone No.	Name In Charge of	No. of Beds in the Hospital	Own Pharmacy (Yes/No)	Own Diagnostic Test Lab (Yes/No)	Service Offered (Speciality)	GIS Code	CE Licence Number and Validity
1	2	3	4	5	6	7	8	9	10	11

SIGNATURE

Appendix 8

Parameters to Evaluate Performance of the Insurance Company for Renewal

Criteria	
1. Enrolment of Beneficiaries – Efforts should be made to enrol as many “Swasthya Sathi” beneficiary families in a cluster of districts as possible in the project districts of the Insurer. This Insurer will get marks only if it enrolls at least 50% of the beneficiary families	50%-4 50-55%-5 55-60%-6 60-65%-7 65-70%-8 70-75%-9 >80%-10
2. Empanelment of Hospitals – At least 50% of the eligible Private health care providers (as per “Swasthya Sathi” criteria) or on the basis of Specialisation Treatment category shall be empanelled in each cluster of districts (This 50% will be based on the Numbers to be given by respective district administration)	50%-5 50-60%-7 60-70%-9 >70%-10
3. Readiness in Setting Up of Hardware and Software in Empanelled Hospitals – All the empanelled hospitals shall be ready with the necessary hardware and software before the start of the policy period.	80-90%-5 90 to 99%-6 100%-10
4. District Kiosks and Call Centre Services shall be set up and functional before the start of the enrolment process.	50% dist –3 50-75% dist -4 75-90% dist-5 >90% -10
5. Claim Settlement – All Claims shall be settled by the Insurer within 30 days of the receipt of the claim (This will be calculated based on updated data in SNA server for each month and monthly average data will be considered for the criteria.)	< 60% Claim- 0 <75% claim –6 75-80% claim -7 80-85% claim-8 85-90% claim-9 >90% -10
6. Records are maintained at District Kiosk and Call Centre for the services provided in the prescribed format and shared with State	50% dist –5

Nodal Agency	50-75% dist -7 75-90% dist-9 >90% -10
7. Response to Online Grievance Redressal Mechanism within 24 hours of lodging of the grievance	75% cases –6 75-80% cases -7 80-85% cases-8 85-90% cases-9 >90% cases -10

Note:

- a. Insurer need to get at least 50 marks out of 70 to be considered for automatic renewal. However if the insurance company scores ‘0’ marks under criteria 5 then the company will not be eligible for the renewal.**
- b. Insurer will share data at periodic intervals (to be decided between the insurer and State Government) on these criteria.**

Appendix 9

Infrastructure and Manpower Related Requirements for Enrollment

It will be the responsibility of the Insurance Company to deploy resources as per details given below to cover entire enrolment data in each of project district:

Enrolment Kits - An enrolment kit includes at least a smart card printer, Laptop, two smart card readers, one fingerprint scanner, web camera, certified enrolment software and any other related software. As block /or municipality will be considered as unit for enrolment 10 number of kit for each 30,000 beneficiaries to be deployed at least one day prior to enrolment start date in that block

Note: The insurance company will assure that:

- At least one electricity back up facility is placed per 5 kits.
- At least one spare (functional) backup kit in field per 10 functional kits.
- The head quarter of the enrolment team should not be more than 30 Km. away from the farthest enrolment station at any time during the enrolment drive.
- No. of vehicle has to be as per the enrolment plan agreed between the Insurance company and the district authorities.

Human Resources – Minimum manpower resource deployment as below:

- One operator per kit (Educational Qualification - minimum 12 pass, minimum 6 months of diploma/certificate in computer, preferably be from local district area, should be able to read, write and speak in Hindi/ local language)
 - One supervisor per 5 operators (Educational Qualification - minimum Graduate, minimum 6 months of diploma/certificate in computer, preferably be from local district area, should be able to read, write and speak in Hindi / local language and English)
 - One Technician per 10 Kits (Educational Qualification - minimum 12 pass and diploma in computer hardware, should be able to read, write and speak in Hindi/ local language and English)
 - One IEC co-ordinator per 5 Kits
 - One Manager per 5 supervisors (Educational Qualification - minimum post graduate, minimum 6 months of diploma/certificate in computer, should be able to read, write and speak in Hindi/ local language and English)
- (a) A additional kit will be installed at the block headquarter to cover beneficiaries of the entire block during the entire time period of enrolment in that block..
- (b) It will be the responsibility of the Insurance Company to deploy resources as per details given below to cover entire enrolment data in each of project district:

Appendix 10

Details about DKMs and FKOs

The District Key Manager (DKM) is the key person in “SWASTHYA SATHI”, responsible for executing very critical functions for the implementation of the scheme in the district.

Following are the key areas pertaining to the DKM appointment and responsibilities of the DKM:

1. Identifying and Appointing DKM

1.1 DKM Identification & Appointment

The State Government/ Nodal Agency will identify one DKM to every “Swasthya Sathi” project district for “Swasthya Sathi” scheme implementation. The DKM shall be a senior government functionary at the district level.

The DKM shall be appointed prior to signing of the agreement between the SNA & the Insurance Company.

1.2 Issuing personalized DKMA card/dongle by CKGA to State government/ Nodal agency

The State Nodal Agency shall issue personalized DKMA card/dongle to the respective districts

The State Nodal Agency also subsequently issue the Master Issuance Card (MIC)/dongle, Master Hospital Card (MHC)/dongle and the Master Kiosk Card (MKC)/dongle based on the request from the District.

1.3 Issuing personalized DKMA card by State Nodal agency to DKM

The State government/ Nodal agency will issue DKMA card to the DKM at least seven days before start of the enrolment activities.

2. ROLES OF DISTRICT KEY MANAGER (DKM)

The DKM will be responsible for the overall implementation of “Swasthya Sathi” in the district.

2.1 Roles of DKM

The roles and responsibilities of DKM are as given below:

a. Pre-Enrolment

- Receive the DKMA card from the State Nodal Agency and use them to issue three authority cards:
 - Field Key Officer (FKO) - Master Issuance Card - MIC
 - Hospital Authority - Master Hospital Card - MHC and
 - District Kiosk- Master Kiosk Card - MKC
- Issue FKO undertaking to the FKO along with the MIC
- Stock taking of cards to have a record of the number of cards received from the SNA for each type (MIC, MKC, and MHC), to whom distributed, on what date, and the details of missing/ lost/ damaged cards
- Understand the confidentiality and PIN related matters pertaining to the DKM and the MIC. Ensure security of Key cards and PIN
- Ensure the training of FKOs, IT staff and other support staff at the district level

- Support the Insurance Company to organize District Workshop at least 15 days before commencement of enrolment
- Ensure that scheme related information has been given to the officials designated as the FKO
- This information may be given either at the District workshops or in a separate meeting called by the district/ block level authorities
- Set up the dedicated DKM computer with the necessary hardware and software in his/ her office. Understand and know the DKM software and have the IT operator trained
- Understand the additional features and requirements for 64 KB card migration for all concerned, viz., DKM, FKO, Hospital
- Issue MICs to FKOs according to the specified schedule. The data of issuance of cards will be stored on the DKMA computer automatically by the software and can be tracked. FKO card personalization is done by using data and fingerprint of the designated FKOs stored in the database on the DKMA computer.
- Issue the MHC within three days of receiving from the SNA to the Insurance Company or its representatives
- Issue MKC card within three days of receiving from the SNA to the Insurance Company or its representatives
- Check/ verify Insurance Company/ its intermediaries manpower and machines/ enrolment kits status as per the “Swasthya Sathi” tender document
- Provide assistance to the insurer or its representatives in the preparation of Panchayat/ municipality/ corporation-wise village-wise route plan & enrolment schedule
- Ensure effective Information Education Communication (IEC) by the Insurance Company and lend all possible support
- Ensure empanelment of optimum number of eligible hospitals, both, public and private
- Ensure that hospitals are functional before the enrolment starts
- Ensure hospital training workshop is conducted by the insurance company and be present during such workshops
- Allocate space for setting up of the district kiosk by the Insurance Company free of cost or at a rent-free space. Ensure that district kiosk is functional before the enrolment starts

b. Enrolment

- Monitor and ensure the participation of FKOs in the enrolment process at the enrolment station and also fulfilment of their role
- Few extra FKOs should also be identified and issued MIC in case a designated FKO at a particular enrolment station is absent
- Provide support to the Insurance Company in the enrolment by helping them in co-ordinating with different stakeholders at the district, block, and Panchayat levels
- Undertake field visit to the enrolment stations and record observations in the prescribed format (Link for the checklist to be added)
- Review the performance of Insurance Company as regards the enrolment status through periodic review meetings

c. Post enrolment

- Get the enrolment data downloaded from the MIC to the DKMA computer and then reissue the MICs to new FKO after personalizing the same again
- In case of any discrepancy between numbers downloaded from MIC and the numbers mentioned by FKO in FKO undertaking, receive a note on the difference from the FKO and send the note to the SNA
- Collect Undertaking document from FKOs.
- Ensure that the enrolment teams submit the post enrolment signed data automatically created by the enrolment software and the same is downloaded on the DKMA computer within seven days
- Co-ordinate with the district administration to organize health camps for building awareness about “Swasthya Sathi” and to increase the utilization/ hospitalization in the district
- Visit empanelled hospitals to check beneficiary facilitation and record observations as per standard format (Provide the link for hospital checklist)
- Hold grievance committee meetings on pre-scheduled days every month and ensure that necessary entries are made on the web site regarding all the complaints/ grievances received and decisions taken there on in the grievance committee
- Check the functioning of 24- hour Helpline on regular basis
- Communicate with State Nodal agency in case of any problem related to DKMA software, authority cards, or other implementation issues etc.
- Help SNA appointed agency/ NGO evaluate the Scheme implementation and its impact

d. On completion of enrolment

Prepare a report on issues related to empanelment of hospitals, enrolment, FKO feedback, and beneficiary data

3. Field Key Officer (FKO)

The FKO is one of the key persons in “Swasthya Sathi” and will carry out very critical functions which are necessary for the enrolment. FKOs are part of the Key Management System and along with DKM they are very critical for the success of the scheme. Following are the important points regarding FKOs and their roles:

3.1 Identity of FKO

The District Nodal Agency will identify and appoint FKOs in each district. The FKO should be a field level Government functionary. Some examples of the FKOs are Patwari, Lekhpal, Gram Vikas Adhikari, Panchayat Secretaries, etc.

3.2 Providing Information on number of FKOs

Districts will provide detail on the number of FKO cards needed to the State Nodal Agency in the prescribed format within 15 days of selection of the Insurance Company for that particular district. Generally the number of FKOs required would be directly proportional to the number of kits the insurance company plans to take to the field and to the number of families in the district. Hence it would be advisable for the District to consult with the Insurance company and their TPA or Service provider for finalizing the requirement of FKOs

3.3 Training to FKOs

The DKM should ensure that scheme related information has been given to the officials designated as the FKOs. This information may be given either at the District workshops or in a separate meeting called by the district/ block officers. The insurance company should give them an idea of the task they are expected to perform at the same time and a single page note giving scheme related details should be handed over to the FKOs along with the MIC card. They should be clearly told the documents that may be used to verify a beneficiary.

3.4 Issuance of Master Issuance Card (MIC) by DKM

The MIC cards will be personalized by the DKM at the district level. Number of MIC cards provided by SNA shall be enough to serve the purpose of enrolment within time frame. Some extra FKOs should also be identified and issued MIC card by the DKMA so that the enrolment team has a buffer in case some FKOs are absent on a given day. While issuing the cards to the FKOs it should be kept in mind that 1 MIC can store data for approximately 400 beneficiary families to which cards have been issued. In case an FKO is expected to issue cards to more than this number of families, multiple MIC cards/dongles may be issued to each FKO.

3.5 Role of FKOs

The roles of FKOs are as follows:

3.5.1 Pre-Enrolment

- a. Receive personalized Master Issuance Card (MIC) from the DKM after providing the fingerprint.
- b. Receive information about the name of the village (s) and the location (s) of the enrolment station (s) inside the village (s) for which FKO role have to be performed.
- c. Receive the contact details of the Insurance Company or their field agency representative who will go to the location for enrolment.
- d. Receive information about the date on which enrolment has to take place.
- e. Provide their contact details to the DKM and the Insurance Company field representative.
- f. Reach the enrolment station at the given time and date (Inform the Insurance Company a day in advance in case unable to come).
- g. Check on the display of the beneficiary list in the village.
- h. Make sure that the FKO card is personalized with his/ her own details and fingerprints and is not handed over to anyone else at any time.
- i. Should ensure that at least one card for every 400 beneficiaries expected at the enrolment camp is issued to him/ her i.e., in case the BPL list for a location is more than 400, they should get more than one MIC card personalized with their details & fingerprints and carry with them for the enrolment.

3.5.2 Enrolment

- a. Ensure that the Beneficiary list is displayed at the enrolment station
- b. Identify the beneficiary at the enrolment station either by face or with the help of identification document
- c. Make sure that the enrolment team is correcting the **name, gender and age** data of dependents in the field in case of any mismatch
- d. Make sure that the enrolment team is not excluding any member of the identified family that is present for “Swasthya Sathi” enrolment

- e. Before the card is printed and personalized, should validate the enrolment by inserting his/ her smart card and providing fingerprint
- f. Once the card is personalized and printed, ensure that at least one member of the beneficiary family verifies his/her fingerprint against the one stored in the chip of the card, before it is handed over to the family
- g. Make sure that the smart card is handed over immediately to the beneficiary by the enrolment team after verification
- h. Ensure that the details of all eligible family members as per beneficiary list and available at the enrolment station are entered on the card and their fingerprints & photographs are taken
- i. Ensure that the enrolment team is providing a brochure to each beneficiary family along with the smart card
- j. Make sure that the smart card is given inside a plastic cover and beneficiaries are told not to laminate it
- k. If a beneficiary complains that their name is missing from the beneficiary list then make sure that this information is collected in the specified format and shared with the district administration
- l. If not all dependents of a beneficiary, eligible for enrolment are present at the camp, they should be informed that those can be added to the card at the District kiosk.

3.5.3 Post Enrolment

- a. Return the MIC to the DKM after the enrolment is over within Two days
- b. At the time of returning the card, ensure that the data is downloaded from the card and that the number of records downloaded is the same as the number he/ she verified at the camp. In case of any discrepancy, make a note of the difference and ask the DKM to send the card and the note back to CKGA
- c. Fill and submit an undertaking to the DKM in the prescribed format
- d. Hand over the representations collected at the enrolment camp to the DKMA.
- e. Receive the incentive from the district as per rate to be notified in due course.

Appendix 11

Process for Cashless Treatment

The 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 hospital shall be reimbursed as per the package cost specified in the tender agreed for specified packages or as mutually agreed with hospitals in case of unspecified packages. The hospital, at the time of discharge, shall debit the amount indicated in the package list. The machines and the equipment to be installed in the hospitals for usage of smart card shall conform to the guidelines issued by the State Nodal Agency. The software to be used thereon shall be the one approved by the State Nodal Agency.

A. Cashless Access in case package is fixed

Once the identity of the beneficiary and/ or his/her family member is established by verifying the fingerprint of the patient (fingerprint of any other enrolled family member in case of emergency/ critical condition of the patient can be taken) and the smart card procedure given below shall be followed for providing the health care facility under package rates:

- a) Online Registration of the Patient is done following the procedure as laid down.
- b) Checking whether Beneficiary has balance in his/ her “Swasthya Sathi” account
- c) It has to be seen that patient is admitted for covered procedure and package for such intervention is available.
- d) An online request for prior approval for the selected packages to be sent to the Insurer with required details; decision of insurance company will be given within 12 hours of uploading such request.
- e) Provisional entry shall be made for carrying out such procedure. It has to be ensured that no procedure is carried out unless provisional entry is completed on the smart card through blocking of claim amount.
- f) At the time of discharge final entry shall be made on the smart card after verification of patient’s fingerprint (any other enrolled family member in case of death) to complete the transaction.
- g) All the payment shall be made electronically within One Month of the receipt of electronic claim documents in the prescribed format.

B. Pre-Authorization for Cashless Access in case no package is fixed

Once the identity of the beneficiary and/ or his/her family member is established by verifying the fingerprint of the patient (fingerprint of any other enrolled family member in case of emergency/ critical condition of the patient can be taken) and the smart card, following procedure shall be followed for providing the health care facility not listed in packages:

- a) Online Registration of the Patient is done following the procedure as laid down.
- b) Checking whether Beneficiary has balance in his/ her “Swasthya Sathi” account
- c) It has to be ensured that patient admitted is not covered under available specified procedure and package for such intervention.

- d) An online request for prior approval for the unspecified package along with estimated cost of treatment in prescribed proforma to be sent to the Insurer with required details; decision of insurance company will be given within 12 hours of uploading such request.
- e) Provisional entry shall be made for carrying out such procedure. It has to be ensured that no procedure is carried out unless provisional entry is completed on the smart card through blocking of claim amount.
- f) At the time of discharge final entry shall be made on the smart card after verification of patient's fingerprint (any other enrolled family member in case of death) to complete the transaction.
- g) All the payment shall be made electronically within One Month of the receipt of electronic claim documents in the prescribed format.

Note: In the cases where the beneficiary is admitted in a hospital during the current policy period but is discharged after the end of the policy period, the claim has to be paid by the insurance company which is operating during the period in which beneficiary was admitted.

Appendix 12

Guidelines for the “Swasthya Sathi” District Kiosk and Server

The insurance company will setup and operationalize the **district kiosk** and **district server** in all the project districts within 15 days of signing the contract with the State government.

1. District Kiosk

The district kiosk will be setup by the insurance company in all the project districts.

1.1. Location of the district kiosk: The district kiosk is to be located at the district headquarters. The State government may provide a place at the district headquarters to the insurance company to setup the district kiosk. It should be located at a prominent place which is easily accessible and locatable by beneficiaries. Alternatively, the insurance company can setup the district kiosk in their own district office if the district authority is not in a position to provide the space.

1.2. Specifications of the district kiosk: The district kiosk should be equipped with at least the following hardware and software (according to the specifications provided by the Government of West Bengal),

1.2.1. Hardware components:

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 (enrolment) ▪ 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
Smartcard 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 ▪ 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 enrolment stations Collation of transaction data and transmission to state nodal agency as well as other insurance companies Beneficiary enrolment 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 softwares. All these softwares 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>

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 enrolment 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 reissuance + modification or modification + split or reissuance + 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 backend 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 personalised 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 enrolment.
- 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 enrolment 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 enrolment 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/ Insurance Company Server

The district/ Insurance Company server is responsibility of the insurance company and is required to:

- Set up and configure the Beneficiary data for use at the enrolment stations
- Collate the enrolment 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 Insurance Company/Smart Card Service Provider with respect to District Kiosk and District Server:

- 3.1.1. The insurance company 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 enrolment stations. If so required by the District Administration, Insurance Company shall have to set up and maintain Kiosk at the Sub-Divisional Office too.
- 3.1.2. Before enrolment, the insurance company / 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 enrolment.
- 3.1.3. The enrolment kits should contain the validated beneficiary data for the area where enrolment is to be carried out.
- 3.1.4. The beneficiary and members of PRI should be informed at the time of enrolment about the location of district kiosk and its functions.
- 3.1.5. The insurance company needs to install and maintain the devices to read and update smart cards at the district kiosk and the empanelled 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 insurance company's 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 enrolment 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 Insurance Company or their service provider to set up a helpdesk and technical support centre at the district. The helpdesk needs to cater to beneficiaries, hospitals, administration and any other interested parties. The technical support centre is required to provide technical assistance to the hospitals for both the hardware & software. This may be co-located with the District Kiosk

Appendix 13

Specifications for the Hardware and Software for Empanelled Hospitals

Hardware

- TWO smart card readers with following configuration:
 - PCSC 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

- ONE Biometric finger print recognition device with following configuration:
 - 5v DC 500mA (Supplied via USB port)
 - Operating temperature range: 0c to 40c
 - Operating humidity range: 10% to 80%
 - Compliance: FCC Home or Office Use, CE and C-Tick
 - 500 dpi optical fingerprint scanner (22 x 24mm)
 - USB 1.1 Interface
 - Drivers for the device should be available on Windows or Linux platform
 - High quality computer based fingerprint capture (enrolment)
 - Capable of converting Fingerprint image to RBI approved ISO 19794 template.

Software

- Transaction software for Hospitals approved by DoH&FW for “SWASTHYA SATHI”.

Appendix 14
List of Public Hospitals to be empanelled

Sl No	District	Name of Hospital	Type of Hospital	Suggestive Grading
1	Burdwan	Burdwan MCH	MCH	A
2	Burdwan	Katwa SDH	SDH	B
3	Burdwan	Ketugram BPHC	BPHC	C

NB:

In addition to the above mentioned list of Public Hospitals any other Public Hospital up to Sub Division level (Sub Divisional Hospital and State General Hospital) under Department of Health & Family Welfare shall also be empanelled phase-wise within the Contract period.

Appendix 15

Criteria for Empanelment of Private Hospital

1. All Hospital should have a valid CE certificate and other relevant hospital regulatory license like Bio-medical waste, Fire Dept. clearance, NOC from Pollution Control Board, PNDT, etc.
2. Hospital should have at least 30 and above inpatient beds for inpatient health care.
3. Round-the-clock availability of manned Swasthya Sathi Help Desk and registration counter is to be ensured.
4. RMO shall be available for Round-the-clock as per WB CE Act norm.
5. All the doctors working in the hospitals, whether fulltime or part-time, should be registered under WB Medical Council/MCI/Other state Medical council.
6. Round- the-clock availability of Nurses & Paramedic staff as per WB CE Act norm is to be ensured.
7. Casualty should be equipped with emergency kit and medicines including Monitors, Defibrillator, Crash Cart, Resuscitation equipment, Oxygen, and Suction facility etc. and with emergency observation beds and attached drinking water & toilet facility.
8. Round the clock (24 Hrs.) Pharmacy facilities either, In-house pharmacy or with 'Tie-up' with a nearby Pharmaceutical centre, whenever it is applicable, is to be ensured.
9. Round-the-clock advanced diagnostic facilities either In-House or with Tie-up with a nearby Diagnostic Centre like In-house/Outer, round-the-clock basic diagnostic facilities for biochemical, pathological and radiology tests such as Calorimeter, Auto analyzer, Microscope, X-ray, E.C.G, USG. Etc., round-the-clock lab and imageology support, etc. is to be ensured.
10. Fully equipped Operation Theatre along with required equipments as mentioned in the specific requirements for each Specialty is to be ensured.
11. ICU facility with Monitors, Ventilators, Oxygen facility, Suction facility, Defibrillator, and required other facilities & requisite staff is to be ensured.
12. Round-the-clock availability of specialists, Doctors, and support fields staff with on-call is to be ensured.
13. Round-the-clock Blood Bank facilities either In-House or with Tie-up with a nearby Blood Bank is to be ensured.
14. Round-the-clock own Ambulance facilities either In-house or with Tie-up is to be ensured.
15. Physiotherapy centre facilities either 'In-House' or with 'Tie-up' with a nearby Physiotherapy Centre, wherever it is applicable, is to be ensured.
16. All Hospital should maintain complete records as per ICD-10 as required on day-to-day basis. Necessary records of hospital / patients are to be provided to the SNA/Insurer/TPA as and when required.
17. Separate male and female wards with toilet and other basic amenities is to be ensured.
18. Safe drinking water facilities for patients and patient party is to be ensured.
19. Availability of Pantry/Kitchen facility for patient diets/ out sourced diet supply is to be ensured.
20. Availability of well-ventilated waiting Area/Room for Patients and Patient party is to be ensured.
21. Parking area for Ambulance and car parking for Doctors, Patients, and Visitors is to be ensured.

22. Availability of canteen/cafeteria for Patient, Patient Party, visitors is to be ensured.
23. Generator facility with required capacity suitable to the bed strength of the hospital should be installed.

The hospital should update the details of duty Doctors, In-house Doctors, Consultants and Paramedics ONLINE. Addition or Deletion is also to be uploaded ONLINE for the approval of Insurer from time to time.

APPLICATION FORMAT FOR EMPANELMENT OF SWASTHYA SATHI HOSPITAL IN WEST BENGAL
PART I

<u>Essential Hospital Approval Details(Statutory compliance information - for All Hospitals):</u>						
Details information provided by the hospital						
Sl	Availability of Approved license	Name of the Authority with License / Certificate No.	Date of issue	Date of expiry	Attachments	Remarks of Inspecting officer /Assessor
1	Building plan approval				Upload Copy	
2	Trade license				Upload Copy	
3	Occupancy certificate				Upload Copy	
4	Clinical Establishment license				Upload Copy	
5	Pollution control board certificate				Upload Copy	
6	Bio medical waste management as per rules				Upload Copy	
7	Fire dept clearance certificate				Upload Copy	
8	PNDT License				Upload Copy	
9	Blood bank license (if available)				Upload Copy	
10	AERB Licenses/approvals/registrations for Radiology Equipments (as per the scope)				Upload Copy	
11	Reg. certificate of Ambulance				Upload Copy	
12	Electrical installation and fit certificate				Upload Copy	
13	Food safety License (Yes/No)				Upload Copy	
14	Pharmacy license				Upload Copy	
15	Transplantation of human organs registration certification				Upload Copy	
16	Narcotic Drugs and Psychotropic Substances (NDPS) license				Upload Copy	
17	Dangerous & Offensive Trade License				Upload Copy	
18	Form-VII(Labour License)(Yes/No)				Upload Copy	

Note: Essential (If any of the parameters are not available, the Hospital will not be considered until the same is recertified)

PART-II

GENERAL INFORMATION (FOR ALL HOSPITAL)

(Technical and Infrastructure Specifications of the Hospitals)

1. NABH Accreditation Status

(a) Whether NABH Accredited

(b) Non-NABH Accredited

(c) Private -General Hospital/ Single Specialty /

Multi-Specialty/ Super Specialty Hospitals /Medical College & Hospitals

2. Details of Accreditation and Validity period.....

(Enclose a scanned copy of relevant Certificate)

.....

3. Name and address of Any Branch Hospital/Hospitals of the same proprietor or company/Trust applying for this Swasthya Sathi Scheme

i).....

ii).....

iii).....

Sl	Particulars of the hospital		Details information given by the hospital	Remarks of Inspecting officer /Assessor
1	Hospital Profile Picture/Image		Upload Image of hospital	
2	Hospital Name			
3	Hospital Type	1.Corporate		
		2.Government		
		3.Semi-Govt		
		4.Trust		
		5.Proprietary		
		6.Charitable Trust		
		7.Private Ltd		
		8. Public Ltd.		
		9.Leased		
		10.Partnership		
		11.Others		
4	Specialty of Hospital	1. General hospital/Nursing Home		
		2. General hospital/Nursing Home with Single Specialty		
		3. . General hospital/Nursing Home with Multispeciality		

		4.Only Single Specialty Hospital		
		5. Multispecialty Hospital/Super specialty		
		6.Others		
5	Contact person	Name & Address		
		Designation		
		Mobile/Phone no.		
		Email ID		
6	Year of Establishment			
7	<u>Address 1</u>	Street no/ Landmark		
		City/Location /Po/PS		
		District		
		State		
		Country		
		Pin code		
		Mobile no		
		STD code		
		Email		
		Alternate Email Id		
		Fax		
		<u>Co-Ordinates</u>		
		Latitude		
	Longitude			
<u>Address</u> 2 (Alternate Communication)				
Web Address				
8	MD/CEO/ Superintendent Details	Name & Address		
		Mobile no.		
		Landline with STD code		
		Email ID		
		Fax with STD code		

PART-III:

FINANCIAL DETAILS

1	Hospital Bank A/C Details					Remarks of Inspecting officer /Assessor	
	Bank Name	Bank Branch	IFSC Code	Account Type			Hospital's Bank Account No.
				1.Current	2.Savings		
2	PAN Detail	PAN-		PAN CARD HOLDER NAME			
3	TIN Detail	TIN-		TIN HOLDER NAME			

PART-IV:

HOSPITAL INFORMATION (For All Hospital

	Particulars of Hospital	Details information given by the hospital	Full points/Marks	Points/Marks earned	Remarks of Inspecting officer /Assessor
1	Hospital Ownership/Rent agreement Details				
2	Total Area (Sq.ft)				
3	Plinth Area(Sft)				
4	No. Of Floors				
5	Lift Provision(Yes/No)		If Lift Available - Up To Which Floor		
6	Ramp Provision(Yes/No)		If Ramp Available - Up To Which Floor		
8	Waiting area for patients(in sqft) as per WB CE act				
9	Parking area:-	For Ambulance			
		For Employee & Staff			
		For Patient party/Visitor			
10	Reception Desk(in sqft) as per WB CE act				
11	OPD Area with adequate sitting arrangement for patients/visitors				
12	Hospital Sanctioned Bed Strength	Total no of beds			
		No. of Beds (Male)			
		No. of Beds (Female)			
13	No of General wards((4 beds and above)		(No. of beds)		
14	No of Semi-Pvt Wards/Cubicals(2-3beds)		(No. of beds)		
15	No of Private wards/Cabin(Single bed with attendant bed)		(No. of beds)		
16	<u>AVAILABILITY OF STAFF:</u>				
16.1	No. of In house Doctors (as per WB CE act)				
16.2	No. of In house Specialist/Consultant				
16.3	No of visiting specialist/Consultant (Names and qualifications) Attach separate sheet if necessary				
16.3	Total number of Nurses (as per WB CE act)				
16.4	No of para-medical staff(as per WB CE act)				
	<u>Category of Bed</u>	<u>Bed/Nurse Ratio (as per WB CE act)</u>	<u>Actual Bed Ratio/Nurse Ratio</u>		
16.5	General	5:1	-		
	Semi-Private	4:1	-		
16.6	Private	4:1	-		
16.7	ICU/ICCU	1:1	-		
16.8	High Dependency Unit	1:1	-		
17	Operation Theatre(Yes/No)	No of OT			
		Type of OT(Major/Minor/specialized OT)			
		OT Equipment(yes/No -			

		submit list as per WB CE act)					
18	Post Operative Wards(Yes/No)						
19	Casualty /Emergency /Minor OT (Yes/No)		(No. of beds)				
20	Trauma Centre(Yes/No)		(No. of beds)				
21	Labour Room(Yes/No):		No of Labour Room				
			Labour Room Equipment as per WB CE act:				
			1.Neonatal Resuscitation Kit				
			2.Radiant Warmer				
			3.Suction Apparatus				
			4.Oxygen				
		5.Foetal Monitor					
22	Cath Lab (Yes/No)		(No. of beds)				
23	Critical Care Units(Yes/No)		(No. of beds)				
25	Medical Intensive Care Unit(MICU)(Yes/No)		(No. of beds)				
26	Pediatric Intensive Care Unit (PICU) (Yes/No)		(No. of beds)				
27	Intensive care unit(ICU) (Yes/No)		(No. of beds)				
28	Respiratory Intensive Care Unit(RICU)(Yes/No)		(No. of beds)				
29	Surgical Intensive care unit(SICU)		(No. of beds)				
30	OBG ICU (Y/N)		(No. of beds)				
31	Neurology/Neurosurgical Intensive Care Unit (NNICU)		(No. of beds)				
32	Neonatal intensive care unit(NICU)(Yes/No)		(No. of beds)				
33	Pediatric intensive care unit(PICU)(Yes/No)		(No. of beds)				
34	Dialysis unit(Yes/No)		(No. of beds)				
35	Isolation ward(Yes/No)		(No. of beds)				
36	Pediatric ward(Yes/No)		(No. of beds)				
37	Burn unit(Yes/No)		(No. of beds)				
38	Maternity ward(Yes/No)		(No. of beds)				
39	Nursery Available(Yes/No)		No of Nursery				
			Equipment in Nursery:				
			1.Phototherapy unit				
			2.Warmer				
		3.Ventilator					
40	Medical record Department (MRD)(Yes/No)	Maintain complete records as per ICD-10 as required on day-to-day basis					
41	Diagnostic facilitiesavailable(Yes/No)		Pathology				
	In-house/Tie-up		Biochemistry				
			Microbiology				
			Serology				
			Histopathology				
			Haematology				
			PET				
			MRI				
			CT				
			X-Ray				
			USG				
			Any Other				
			If Tie-up	Diagnostic details	Name of Diagnostic tied up with		
					Registration no		
					Validity		

			MoU copy(Attachment to given)				
42	<u>SUPPORTIVE SERVICES</u>						
42.1	<u>Boilers/Sterilizers (CSSD)</u>		1.Inhouse or outsourced 2.If yes, No. of autoclave machine				
42.3	Ambulance(Basic Life Support System Ambulances)		1. Own(Total no Ambulance, other Details) 2. Tie up (Details MoU)				
42.3	Laundry						
42.4	Housekeeping						
42.5	Public Canteen						
42.6	Gas plant						
42.7	Waste disposal system as per prescribed rules						
42.8	Pantry / Dietary Services		1.In-house				
			2.Tie-up				
43	<u>Others</u>						
43.1	Blood Bank		1.Own 2. Tie up(Details MoU)				
43.2	Pharmacy		1.Own 2. Tie up(Details MoU)				
43.3	Physiotherapy		1.Own 2. Tie up(Details MoU)				
44.4	Stores(Yes/No)						
45.5			Power Back up/GENERATOR(Y es/No)				

PART-V:

FACILITIES APPLIED FOR

<u>Applicant Applied For.</u>	Details information provided by the hospital	Remarks of Inspecting officer/Assessor
A. General hospital/Nursing Home		
B. General hospital/Nursing Home with Single Specialty		
C. . General hospital/Nursing Home with Multispeciality		
D.Only Single Specialty Hospital		
F. Multispeciality Hospital/Super specialty		
G. Details of <u>Specialty Hospitals</u> and Others		
1. Only General Medicine		
2. Only General Surgery		
3. Only Obstetrics and Gynecology (Maternity)		
4. Only Paediatrics		
5. Only Orthopedics Surgery – including arthroscopic surgery and Joint Replacement		
6. Only ENT		
7. Only Ophthalmology		
8. Only Dermatology		
9. Only Psychiatry		
10. Only Dental		
11. Cardiology, Cardiovascular and Cardiothoracic surgery		
12. Urology – including Dialysis and Lithotripsy		
13. Endoscopic Surgery		
14. Neuro Surgery		
15. Neuro Medicine		
16. Gastro-enterology		
17. Endocrinology		
18. Rheumatology		
19. Clinical Haematology		
20. Medical Oncology		
21. Respiratory Diseases		
22. Critical Care Medicine		
23. Medical Genetics		
24. Radiotherapy		
25. Nuclear Medicine		
26. Plastic and Reconstructive Surgery		
27. Vascular surgery		
28. Paediatric surgery		
29. Onco Surgery		

30.	GI Surgery		
31.	Traumatology		
32.	Prosthetic Surgery		
33.	Gynecological Oncology		
34.	Fertility and Assisted Reproduction		
35.	Neonatology		
36.	Paediatric Cardiology		
37.	Haematology and Oncology		
38.	Onco-pathology		
39.	Transfusion Medicine		
40.	Interventional and Vascular Radiology		
41.	Specialised Dental Procedures (Oral Maxillo Facial Surgery, Orthodontia, Prosthodontia, Periodontia, Endodontia, Paedodontia)		
42.	Others (if any)		
<u>Super Speciality Hospital.</u>			
1.	Cardiology		
2.	Cardiothoracic Surgery		
3.	Specialised Orthopedic Treatment facilities that include Joint Replacement surgery		
4.	Nephrology and Urology		
5.	Endocrinology		
6.	Neurosurgery		
7.	Gastroenterology and GI surgery		
8.	Oncology		
9.	Organ Transplant (Liver/Kidney/Renal/Others)		
10.	Others (if any)		
<u>Cancer Hospitals</u>			

PART-VI:

INFORMATION ON PROFESSIONAL SERVICES (For All Hospitals)

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Marks earned	Remarks of Inspecting Officer/ Assessor
1. <u>EMERGENCY SERVICES:</u>(Mandatory for all General/Multi and Super Speciality Hospitals)				
(a) Emergency Services – Available/Not available (If available average number of emergencies per month)				
(b) Staffing				
(i) Duty Doctors – Number on Duty (per shift as per WB CE act)				
(ii) Nursing Staff – Nurses on Duty(per shift as per WB CE act)				
(iii) Consultants – Present – If Present, then speciality(on call per shift) On call – If on call, time taken by Consultant				
(c) <u>Equipment available</u> (indicate make, type & vintage of eqpt) (i) Monitor defibrillators				
(ii) Nebulisers				
(iii) Infusion Pumps				
(iv) Pulse Oximeter				
(v) Oxygen supply (define arrangement) (vi) Suction apparatus				
(vii) Ventilator				
(viii) Others specify				
(d) Miscellaneous				
2. <u>INTENSIVE CARE UNIT:</u>(Mandatory for all Multi Speciality and super speciality Hospitals)				

(a) Intensive Care Unit – Available/Not Available Specialised Intensive Care Units – Specify Availability				
(i) Cardiac				
(ii) Neurological				
(ii) Others – give details				
(b) <u>Staffing:-</u>				
(i) Duty Doctors – Number on Duty (per shift as per WB CE act)				
(ii) Nursing Staff – Number and Specialised Nurses (per shift as per WB CE act)				
(iii) Consultants – Present – If Present, then speciality(on call per shift) On call – If on call, time taken by Consultant				
(c) <u>Equipment available</u> (Indicate make, type & vintage of eqpt)				
(i) Monitor defibrillators				
(ii) Nebulisers				
(iii) Infusion Pumps				
(iii) Pulse Oximeter				
(iv) Oxygen supply (piped and cylinders/concentrator etc.)				
(v) Suction apparatus				
(vi) Ventilator				
(vii) Others specify				
(d) <u>Utilisation Indices</u>				
(i) Bed occupancy				
(ii) Nurse Bed ratio				
3. <u>OPERATION THEATRES</u>(Mandatory for all hospital with Surgical facilities)				
(a) <u>Operation Theatre – Available/Not available</u>				
Number of Operation Theatres-				
(i) General Surgery				

(ii) Specialised Procedures (The specialized features for special OTs eg. Joint Replacement, Cardio thoracic& Neurosurgery Should be specified.)				
(b) Staffing				
(i)Number of Anaesthetists (attach list with Qualifications) -Number present (On the day of inspection) -Number on Duty (As per the duty roster) -Number on Call (As per the duty roster) -Number on Permanent Roll(As per Payroll record) -Number of Visiting(As per Payroll record) -Anaesthetists(As per CE application record)				
(ii) Operating Theatre Staff -OT Matrons and Nurses (As per Pay roll register) -OT Technicians (As per Payroll register)				
(c) <u>Equipment</u>- Specify major Equipment -A height adjustable OT Table -Anesthetic machine and ventilator -Suction Apparatus -Laryngoscopes (Adult / Pediatric) -High Pressure Autoclave -HEPA Filter(Yes/No) -C-Arm -Monitor(Cardiac) -Operating Microscope -Defibrillator -Endotracheal tubes/laryngeal masks -ECG -Diathermy/Cautery -Laparoscope and others as per standard guideline. -Ventilator -Pulse Oxymeter -Nasal tubes etc. (Indicate make, type & vintage of eqpt)				

(d) <u>OT Services:</u>				
(i) CSSD - Available/Not Available Type of sterilization techniques				
(ii) Sterilisation of OT				
• Frequency				
• Method				
(iii) Oxygen supply (piped/cylinders/concentrator etc.)				
(iv) OT Environment				
• Air Conditioning – Type				
• Laminar Flow – Yes/No				
(e) <u>Utilisation Indices</u>				
(i) Average Number of Surgeries under GA in last 4 months				
(ii) Type of Surgeries (Mention Speciality)				

PART VII- GENERAL SERVICES

(Note : For General Purpose Hospitals provide the following details. Please use separate sheets of paper for each General Speciality. Attach list of consultants, equipment and utilization indices pertaining to the specialised services alongwith the sheet). Emergency services, Intensive Care Unit and Operation Theatre details are mandatory to be filled in the same documents.

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points/Marks earned	Remarks of Inspecting Officer/ Assessor
(a) <u>Name of Speciality.....</u>				
(b) <u>Utilisation Indices & Statistics</u>				
(i) <u>Out Patient Services</u>				
• Days and timing of OPD				

• Appointment facility – Available/Not Available				
• Workload per month – Average no of patient treated in OPD per Month based on last 2 years record				
(ii) <u>In Patient Services</u>				
• Availability of No of Beds for the Speciality (specify)				
• Nurse Patient ratio (as per WB CE act)				
• No of Resident Doctor Available				
• Emergency Services for the Speciality - Available/Not Available				
(iii) <u>Surgeries/Procedures</u>				
• Number of Surgeries under GA per month				
• Minor procedures/Surgery per month				
(c) <u>Staffing:</u>				
(i) <u>Consultants</u> - Total number of Consultants(as per WB CE act)				
- Number of Consultants on Permanent Roll				
- Number of Visiting Consultants to facility				
(Attach list of the consultants and qualifications and experience detailing whether consultant is on permanent roll or visiting)				
(ii) <u>Nursing Staff</u> (As per WB CE act)				
-Total number of staff nurses (as per WB CE act)				
- No of Specialty trained nurses				
(iii) <u>Others (Specify)</u>				
(i) – Special Technical Staff				
(ii) –Equipment – Specify major equipment if present. (Indicate make, type &vintage of equipment)				
(e) <u>Package Rate – (Specify)</u>				

PART VIII – SPECIALISED SERVICES

(Note: For every Specialised Services offered for empanelment provide the following details. Please use separate sheet of paper for each Specialised Service. Attach list of consultants, equipment and utilisation indices pertaining services along with the sheet.)

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points/Marks earned	Remarks of Inspecting Officer /Assessor
a)Type of Specialised Service				
b) Utilisation Indices & Statistics				
(i) Out Patient Services				
• Days and timing of OPD				
• Appointment facility – Available/Not Available				
• Workload per month – Average no of patient treated in OPD per Month based on last 2 years record				
(ii) In Patient Services				
• Availability of No of Beds for the Speciality (specify)				
• Nurse Patient ratio (as per WB CE act)				
• No of Resident Doctor Available				
• Emergency Services for the Speciality Available/Not Available -				
(iii) Surgeries / Procedures				
• Number of Surgeries under GA per month				
• Minor procedures/Surgery per month				
(c) Staffing				
(i) Consultants -				
-Total number of Consultants(as per WB CE act)				
- Number of Consultants on Permanent Roll				
- Number of Visiting Consultants to facility				
(Attach list of the consultants and qualifications and				

experience detailing whether consultant is on permanent roll or visiting)				
<u>(ii) Nursing Staff</u>				
-Total number of staff nurses (as per WB CE act)				
- No of Specialty trained nurses				
-Special Technical Staff				
<u>(iii) Others (Specify)</u>				
<u>(e) Major Specialised Tests/Procedures Available (attach list)</u>				
<u>(f) Package Rates – (Specify)</u>				

PART IX: ADDITIONAL INFORMATION SPECIALISED TESTS/TREATMENT

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Mark s earned	Remarks of Inspecting Officer/ Assessor
1. <u>MRI</u>				
(AS APPLICABLE)				
a)Equipment particulars :				
(i) Model				
(ii) Name of manufactures				
(iii) Date of Installation				
Tesla				
(b) Qualification				
(i) Qualified Radiologist with minimum 3 years post degree experience.				
(ii)Technicians – Full Time, holding degree/diploma (2 years) from recognized institutions.				
2. <u>CT SCAN</u>				
(a) Equipment Particulars :-				
(i) Model				

(ii) Name of manufactures				
(iii) Date of Installation				
(iv) Vintage of CT Scan Machine				
(b) Slices per second Equipment for resuscitation of patients like Boyle's apparatus, suction machines, emergency drugs to combat any allergic reactions due to contrast medium.				
c) Qualification:-				
i) Qualified Radiologist with minimum 3years post degree experience				
ii) Qualified Radiographer – Holding diploma (2 years)/degree in Radiography from recognized institutions.				
(iii) Provision of nursing staff/female attendant for lady patients.				
d) Legal compliance				
(Housed in building as per AERB guidelines, Provision of Radiation Protective Device like Screen, Lead Apron, Thyroid and Gonads protective shield)				
3. <u>USG/COLOUR DOPPLER CENTRE FACILITY</u>				
(a) Equipment particulars				
i) Model				
i) Name of Manufacturers				
ii) Date of Installation High resolution USG Mchine				
(b) Qualification				
(i) Qualified Radiologist with minimum 3 years post degree experience.				
(ii) Full time nurse/female attendant for female patients				
(c) Legal compliance				
(Registration under the PNDT Act and its status of implementation)				
4. <u>OTHER SPECIALISED INVESTIGATIONS</u>				

(a) Number of Mammography in last one year				
(b) Number of Bone densitometry investigation in last one year.				
5. <u>CARDIOLOGY</u>				
(a) Number of angiogram done in last one year				
(b) Number of Angioplasty in last one year				
(c) Are qualified cardiologist with DM Degree available on regular employment.				
(d) Whether the hospital has aseptic Operation Theatre for Cardiology Surgery				
(e) Whether, it has required instrumentation for Cardiology Surgery (Angiogram & Angioplasty)				
6. <u>CARDIO – THORACIC SURGERY</u>				
(a) Number of Open heart surgery done in last one Year				
(b) Number of CABG done in last one year				
(c) Qualified Cardiothoracic Surgeon available on regular employment				
(d) Whether the hospital has aseptic Operation Theatre for Cardio-Thoracic Surgery				
(e) Whether, it has required instrumentation for Cardio-Thoracic Surgery				
7. <u>NEURO SURGERY</u>				
(a) Number of major Neuro Surgeries does in the done in the last one year				
(b) Are qualified Neurosurgeon with minimum 5 years experience available on regular employment				
(c) Whether the hospital has aseptic Operation Theatre for Neuro Surgery				
(d) Whether it has required instrumentation for				

Neurosurgery				
(e) Whether EEG facilities available ?				
(f) Whether CT Scan available ?				
(g) Facility for Gamma Knife Surgery available?				
(h) Facility for Trans-sphenoidal endoscopic available?				
(i) Facility for Stereotactic surgery available?				
8. <u>JOINT REPLACEMENT SURGERY</u>				
(a) Number of major Joint Replacement surgeries done in last one year.				
(b) Are qualified Orthopaedic Surgeon with MCH/MSC (Liverpool/MSC London) or specialised training in recognised centres for joint replacement available on regular employment.				
(c) Aseptic Operation Theatre Present (Yes/No) (d) Required instrumentation for Knee/Hip Replacement				
(e) Nursing barrier for isolation of patient				
9. <u>LAPAROSCOPIC SURGERY</u>				
(a) Number of Laparoscopic Surgery in last one year				
(b) Percentage of patients requiring conventional surgery due to failure of laparoscopic surgery				
(c) Are qualified Surgeon trained in Laparoscopic surgery with sufficient experience available				
(d) Aseptic Operation Theatre Present				
(e) The hospital has at least one complete set of Laparoscopic/Endoscopic equipment and instruments with accessories and should have facilities for open surgery.				

after conversion from Laparoscopic/Endoscopic surgery				
10. <u>LITHOTRIPSY/TURP, OTHER NEPHROLOGY/UROLOGY PROCEDURES</u>				
(a) Number of major surgeries in last one year				
(b) Number of cases treated by Lithotripsy in last one year				
(c) Percentage of cases selected for lithotripsy which required conventional surgery				
(d) Qualified Uro Surgeon with MCH degree available				
(e) Aseptic Operation Theatre Present				
11. <u>RENAL TRANSPLANTATION, HEMODIALYSIS</u>				
(a) Renal Transplantation				
(i) Number of Renal Transplant in last one year				
(ii) Qualified Uro Surgeon with MCH				
degree available				
(iii) If the Hospital is recognised by				
Indian Society of Nephrology. (iv) Immunology lab present or not				
(v) Blood transfusion facilities Present or not				
(vi) Tissue typing unit DTPA/IMSA/DRCG present or not				
(vii) Scan facility available/not available				
(viii) Radiology facility available/not available				
(b) Haemodialysis unit				
(i) Number of Dialysis carried out per month				
(ii) Centre has trained Dialysis Technical and Sisters and full time Nephrologists and Resident Doctors available to combat the complications during the Dialysis.				
(iii) Number of Dialysis machine in unit				

(iv) Date of establishment of unit							
12. <u>LIVER TRANSPLANTATION</u>							
(a) Number of Liver Transplant done in last one year							
(b) Date and year when the Liver Transplant programme commenced							
(b) Success rate of Liver Transplant qualified Gastroenterologist or GI Surgeon available technical expertise in Liver Transplantation (atleast 50 liver transplants.							
(d) Facilities for transplant immunology lab							
(e) Tissue typing facilities							
(f) Blood Bank							
(g) Radio Diagnosis							
(h) Rates:-							
Procedure : Liver Transplantation	Average length of stay in days	Package cost offered to General Public	Package cost offered to SWASTHYA SATHI				
Liver Transplantation Recipient							
Liver Transplantation Donor							
13. <u>RADIOTHERAPY</u>							
(a) Number of Patient given radiotherapy in last one year							
(b) Qualified Radiotherapist with MD degree in radiotherapy and 3 years' experience.							
(c) No of Medical Physician							

(d) Cobalt Unit				
Date of installation of unit				
Patient load per day				
(e) Linear Accelerator				
Date of installation of unit				
Patient load per day				
(f) Brachytherapy				
Date of installation of unit				
Patient load per day				
(g) IMRT				
Date of installation of unit				
Patient load per day				

PART X – LABORATORY SERVICES

(For every Laboratory Service offered for empanelment provide the following details).

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Marks earned	Remarks of Inspecting Officer/ Assessor
<u>1 Type of Laboratory Service</u> (Specify services for Hematology, Biochemistry, Microbiology, Immunology etc.)				
2 Services-Inhouse/Outsourced				
3 Laboratory Statistics	-			

(a) Timing of sample collection	-			
(b) Work load				
- Clinical Path				
- Biochemistry				
- Micro biology				
- Others (specify)				
(c) Emergency Services- Available/Not Available				
(d) <u>Staffing</u>				
(i) <u>Consultants</u>				
- Total number of Consultants as per WB CE act				
- Number of Consultants on Permanent Pay Roll				
- Number of Visiting Consultants to facility				
(Attach list of the consultants and qualifications and experience detailing whether consultant is on permanent roll or visiting)				
(ii) Lab Technicians				
- Total Number as per WB CE act				
- Specialty trained nurses				
(iii) Others (specify)				
- Special Technical Staff				
(e) <u>Equipment</u>				
(i) Specify major equipment if present (attach list)				
(ii) Indicate make, type & vintage of equipment				
(f) <u>Quality Audits</u>				
(i) Internal Audit.				
(ii) External Audit.				
(g) <u>Package Rate-</u> (Specify)				

PART X – RADIO DIAGNOSIS & IMAGING SERVICES

(For every Radio Diagnosis and Imaging Services offered for empanelment provide the following details. Use separate sheets for each service viz X ray, CT scan, MRI etc.)

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Marks earned	Remarks of Inspecting Officer/ Assessor
1. Type of Radio Diagnosis and Imaging Services- (Specify services for X Ray, Contrast studies, Ultrasound, CT Scan and MRI etc.)				
2. <u>Services</u> - Inhouse/Outsourced				
3. <u>Statistics</u>				
(a) Working Hours				
(b) Workload per day				
• X-ray				
• Ultrasound				
• Mammography				
• CT Scan				
• MRI				
• Others (specify)				
(c) Emergency Services- Available/ Not Available				
(d) Staffing				
(i) Consultants	-			
- Total number of Consultants as per WB CE				
- Number of Consultants on Permanent Roll				
- Number of Visiting Consultants to facility				
(Attach list of the consultants and qualifications and experience detailing whether consultant is on permanent roll or visiting)				
(ii) Lab Technicians-				
-Total number				
-Specialty trained nurses				

(iii)Others (specify)				
- Special Technical Staff				
(e) <u>Equipment</u>				
Specify major equipment if present (attach list)				
Indicate make, type & vintage of equipment (For MRI- mention Tesla grading)				
(f) <u>Misc Issues</u>				
(i) Radiological safety measures.				
(ii) Ultrasound registration (Attached copy of PNDT Certificate).				

PART XI – BLOOD BANK

(For Blood Bank Services offered for empanelment provided the following details)

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Mark s earne d	Remarks of Inspectin g Officer/ Assessor
1. <u>Services</u> -				
In-house/Outsourced.				
It outsourced, to whom outsourced - (Columns below are to be filled for in house or outsourced facility)				
2. <u>Statistics</u>				
(a) Blood Testing facility-Available/ Not available				
(b) Workload	-			
Per day				
Per month				
(c) Emergency Services – Available/Not Available				
3. <u>Staffing</u>				

(a).....				
(b).....				
(c).....				
4. <u>Equipment</u> –				
(i) Specify major equipment if present (attach list)				
(ii) Indicate make, type & vintage of equipment				
(a) Registration number/License number (attach copy of authority)				

PART XII – ANCLILLARY SERVICES

Particulars of Hospital	Details information provided by the hospital	Points/Marks Allotted	Points /Mark s earne d	Remarks of Inspectin g Officer/ Assessor
1. House keeping services				
(a) General cleanliness of hospital OPD wards. (b) Cleanliness of rooms.				
(c) Cleanliness of toilets.				
(d) Number of Staff available.				
(e) Frequency of cleaning.				
2. Hospital waste Management				
(a) Conformity of Rules				
(b) Availability of adequate collection and disposal system.				

3. CSSD – Available/Not Available				
(a) Method of sterilisation				
4. Pharmacy				
(a) In house/contract				
(b) Medicines available in hospital/procured from outside				
(c) Billing system – Computerised/Manual.				
(d) Responsibility for procuring medicines under package deal				
• Hospital				
• Patient				
5. Legal Issues				
(a) Conformity to various Acts/Rules & Regulations				
(b) Past history of cases (03 years) under COPRA/Medical				
Negligence/Criminal Law				
(i) Pending in courts				
(ii) Judgment in favour of Hospital				
(iii) Judgment against Hospital				
(c) Additional Acts/Rules where applicable				
(iv) MTP Act				
(v) Organ transplant Act (vi) Drug and Cosmetic Act (vii) Ultrasound registration (viii) Blood Bank Regn				
(ix) Others (Specify)				
6. Hospital Utilisation Indices				
(a) Bed occupancy Rate				
(b) Average length of stay				
(c) Average daily OPD attendances				
(d) Gross death rate				

(e) Net death rate				
(f) Post operation Mortality rate				
(g) Caesarian rate				
7. Does the facility accept HIV/AIDS patients – Yes / No				
<u>INFECTION CONTROL PRACTICES</u>				
1. Mopping of all areas at least twice a day with hypo chloride solution or any other disinfectant (documented)				
2. Regular validation tests for sterilization (carried out and documented esp. high-risk areas like OT, ICU, NICU, CSSD)				
3. Mechanisms to ensure toilet sanitation (verified from duty rosters for sweepers)				
4. Employees including biomedical waste handlers vaccinated against TT, Hepatitis B.				
5. Documented Infection control protocols in place, accident reporting, waste records.				
6. Regular documented autoclaving of instruments & linen.				
7. Carbolization of the OT, Labor Room after every procedure (documented)				
<u>PATIENT RIGHTS</u>				
1. There is adequate provision for patient privacy in the form of screens and curtains, during medical examination and treatment procedures, separate change room wherever necessary.				
2. In case a male doctor is attending a female patient, there is provision for a female attendant to be present during such an event				
3. There are mechanisms to ensure that confidentiality of patient records / information is maintained				
4. Rights and responsibility of the patients are displayed at prominent places in the health facility. (display in understandable language of local community, bilingual)				

5. Information explaining implied consent is prominently displayed at various places in the Hospital.				
6.The facilities available and the services including specialist, being provided and the charges are also prominently displayed				
7.There is a mechanism to obtain patient feedback on a regular basis				
8.There is evidence that there is a documented grievance redressal mechanism which is practiced. Name of the Grievance redressal officer Notified				
9.There is adequate provision for patient privacy in the form of screens and curtains, during medical examination and treatment procedures, separate change room wherever necessary.				
10.In case a male doctor is attending a female patient, there is provision for a female attendant to be present during such an event				
11.There are mechanisms to ensure that confidentiality of patient records / information is maintained				
<u>HEALTH & SAFETY</u>				
1. All emergency telephone numbers concerned with Health and Safety are displayed prominently. (emergency telephone numbers, Hospital Reception, emergency room, fire control room, security supervisor, Chief maintenance engineer, police)				
2. Pictograms indicating fire exits and escape routes are properly illuminated, clearly visible, unobstructed and are conspicuously displayed at appropriate locations				
3. Displaying Not smoke in the prohibited areas/entire hospital is declared "NO SMOKING AREA," "DO'S AND DON'T'S during Fire."				
4.The hospital has been inspected for fire safety and there is evidence that recommendation made during inspection are being implemented. (documents of inspection)				
5.Functional fire detection system, installation of non-conducting extinguishing agent at strategic points.				
6.Relevant safety information is available including: - Safety regulations - Fire precautions -				

AIDS/HIV/Other guidelines				
7. There should be a clear written, dated signed procedure for the reporting of clinical incidents for all medical specialties and clinical support departments. The procedure should allow for the reporting of adverse or “near miss” incidents and adverse drug reactions.				
8. Hospitals records should be maintained on all: - Accidents - Errors - Incidents - Near misses - Violent episodes.				
9. There should be evidence of management action arising from incident reporting i.e. each case is individually investigated, evaluated and acted upon.				
10. All emergency telephone numbers concerned with Health and Safety are displayed prominently. (emergency telephone numbers, Hospital Reception, emergency room, fire control room, security supervisor, Chief maintenance engineer, police)				
11. Pictograms indicating fire exits and escape routes are properly illuminated, clearly visible, unobstructed and are conspicuously displayed at appropriate locations				
12. Displaying Not smoke in the prohibited areas/entire hospital is declared “NO SMOKING AREA,” “DO’S AND DON’T’S during Fire.”				

Appendix 16

Report for Quarterly Review / Annual Review

Insurer has to submit District-wise consolidated report in the following format three days prior to the Quarterly Review Meetings and five days prior to the Annual Review Meeting:

Sl No	SLA's	Source of data	Monitoring method	Periodicity	Points criteria
Settlement of Claims					
1.	Settlement of claims within 30 days	Computed from the claim settlement data in Swasthya Sathi Central Server	The ratio of claims amount which have not been paid or rejected within 30 days (from the date of claims raised to the Insurance Company) to the total claims amount made to the Insurance Company.	Based on the claim made within 12 months of the policy period or pro-rata period of policy.	<p>If 10% of claims remain unpaid at the end of 30 days : 4 Points</p> <p>If between 10% and 25% of the claims remain unpaid after 30 days : 8 Points</p> <p>If between 25% - 40% of the claims remain unpaid after 30 days : 10 Points</p> <p>If more than 40% of claims remain unpaid after 30 days : : 12 Points</p>
Empanelment and De-Empanelment of Health Care Service Providers or Hospitals					
2.	Average bedstrength of empanelled Hospitals per 1000 URN within the cluster	Bed strength of empanelled hospitals available from SNA server.	Whether average bed strength of empanelled Hospitals per 1000 URN within the cluster is 10	Assessed 15 days prior to the payment of 2 nd Quarterly premium.	<p>If average bedstrength of empanelled Hospitals per 1000 URN within the cluster is less than 7 : 5 Points</p> <p>If average bedstrength of empanelled Hospitals per 1000 URN within the cluster is above 7, but</p>

					less than 10 : 2 Points
Other Issues Related to Enrolment					
3.	Availability of printed brochures for all beneficiaries to be enrolled.	A printed brochure with a certificate from the printer showing the number of copies printed is produced before SNA.	Brochures at least equal to the number of beneficiaries is printed and provided to the SCSP for distribution.	15 days prior to the payment of 2 nd Quarterly premium.	IF requisite number of brochures are not printed or shared with the SNA till the start of the enrolment : 2 Points
Setting up of District Kiosk by insurance company					
4.	Set up and operationalize Swasthya Sathi kiosks according to the guidelines.	Report from district officers that kiosks as per Concession agreement have been set up	Kiosks as per the Concession agreement are set up and available for use by eligible beneficiaries	7 days before commencement of the policy in the district.	IF not set up 10 days prior to the commencement of the policy : 5 Points

APPENDIX – 17

IEC ACTIVITIES FOR SWASTHYASATHI

- 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 empanelled 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 durgapuja/kalipuja.
- 4. Miking:** At least once in all Grampanchayats area as per the instruction of local authorities preferably prior to health camps.
- 5. Health camps:** At least two health camps per GramPanchayats/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. Atleast 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 Centre support:** Ag per provisions in the agreement
- 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. Miscellenious:** Other IEC Activities recommended by the State Nodal Agency.

Section III:

Preparation of Bids for e-Tender

1. **Registration of Bidder:** A bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website <https://wbtenders.gov.in>. The bidder is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature Certificate (DSC)

(i) Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbtenders.gov.in>. DSC is usually issued as a USB e-Token.

(ii) The bidder can search and download this e-Tender document electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate.

3. Submission of Bids

Bids are to be submitted online in two folders to the website <https://wbtenders.gov.in> before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copies, duly digitally signed. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

- i) Technical Proposal: containing Statutory Cover and Non-statutory cover
- ii) Financial Proposal: containing Bill of Quantity and Additional Rate Schedule

4. Technical Proposal: Statutory Cover

Statutory Cover shall contain the following documents:

- i) Duly filled up and signed application to participate in this e-Tender as per format laid down in Annexure F of this e-Tender document;
- ii) **IRDA Certification;**
- iii) Duly filled up and signed documents as per format laid down in Annexure A, Annexure B, Annexure C, Annexure D and Annexure E; and
- iii) This e-tender document as token of bidder's acceptance of all terms and conditions under this e-Tender.

5. Technical Proposal: Non-Statutory Cover

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.

6. Non Statutory Cover will contain following documents:

Sl. No	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ul style="list-style-type: none"> i. Income Tax PAN ii. Professional Tax Registration/ any Challan deposited in last six months from scheduled date of opening this e-Tender OR a declaration if such is not applicable to bidder iii. CGST Registration iv. SGST Registration
B.	Detail(s) of Bidder's organisation	Detail(s) of Bidder's organisation	<ul style="list-style-type: none"> i. Certificate of Incorporation in case of Company or Corporation/ Certificate of Registration in case of firms ii. Trade Licence OR a declaration if such is not applicable to bidder iii. Letter of Authority in favour of signatory of bid iv. Address proof for authorized Service Centre of bidder operating on 24x7x365 basis in Kolkata OR a declaration by bidder that it will set up such a Service Centre in Kolkata within one month of being awarded contract under this e-Tender
C.	Credential	Credential – 1	<p>The bidder shall upload documentary evidences relating to the following:</p> <ul style="list-style-type: none"> i. The bidder must have valid IRDA Certification or have to submit a declaration how the bidder is exempted from having the said certification.

7. Financial Proposal: Bill of Quantity

The financial proposal (cover) shall contain the Bill of Quantity. The financial proposals are invited through Bill of Quantity for each of the three clusters, each cluster consists of the districts as detailed below:

Cluster I	8 (eight) districts comprising of Alipurduar, Coochbehar, Darjeeling, Jalpaiguri, Kalimpong, Malda, Uttar Dinajpur and Dakshin Dinajpur
Cluster II	9 (nine) districts comprising of Bankura, Birbhum, Jhargram, Hooghly, Pashim Bardhaman, Paschim Medinipur, Purbo Bardhaman, Purbo Medinipur and Purulia
Cluster III	6 (six) districts comprising of Howrah, Dakshin 24 Parganas, Kolkata, Murshidabad, Nadia, North 24 Parganas

- i. The Bill of Quantity (BOQ): The bidder shall quote premium *and cost for enrolment of new beneficiaries through providing Smart Cards* separately for each cluster as listed in the BOQ. The bidder shall have to quote for all the items in respect of all three clusters failing which bids may be liable to be rejected.

- ii. Financial evaluation will be made based on rates quoted for insurance coverage upto Rs.1.50 lakh and contract will be awarded to the Lowest bidder. If the rates quoted for *cost for enrolment of new beneficiaries through providing Smart Cards* of the lowest bidder for Insurance coverage is not the lowest one, lowest bidder for Insurance coverage shall have to match the same with the lowest bidder for *cost for enrolment of new beneficiaries through providing Smart Cards* for that cluster. For futuristic planning, however, bid price for insurance coverage upto Rs.5.00 lakh is also invited. If so decided by the State Nodal Agency/State Government, the financial limit of insurance coverage may be raised to Rs.5.00 lakh during the tenure of the contract and the awardee of the contract in that case shall have to match the lowest rate quoted for the Insurance coverage upto Rs.5.00 lakh (if he is not the lowest bidder).
- iii. The “SWASTHYA SATHI” shall pay only GST extra on these quoted prices by the bidder, wherever applicable. The bidder shall quote the prices online in all the spaces marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer the Clause on “Bill of Quantity (BOQ) [print copy]” below this Clause for a print copy of the BOQ.
- iv. The Bidder shall bear all other expenses necessary, but not listed in the BOQ, in providing the services (such as any packing and forwarding, transportation, insurance, storage, loading/ unloading charge of hardware & software materials; expenses of its personnel, including their health and safety measures, up gradation of equipment and/ or software etc. used by the bidder) ex-factory/ ex-workshop/ ex-warehouse/ ex-registered and/ or branch office to the “SWASTHYA SATHI”.

8. Bill of Quantity (BOQ) [print copy]

- (i) The e-Tender shall be evaluated on the basis of clusters and contract will be awarded for each cluster separately to the technically qualified bidder whose bid premium for 1.5 lakh Rupees coverage is lowest for the respective cluster as per the BOQ and they have to match the L₁ rate for *cost for enrolment of new beneficiaries through providing Smart Cards*

BOQ for *Insurance Premium* and *cost for enrolment of new beneficiaries through providing Smart Cards*

Validate		Print		Help		Item Rate BoQ	
Tender Inviting Authority:				Swasthya Sathi Samiti, West Bengal			
Name of Work:				Group Health Insurance Provider for Swasthya Sathi			
Contract No.:							

Bidder Name:						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description (Name of the Cluster)	Quantity	Units	All-inclusive RATE (Only GST shall be paid as applicable on these rates, wherever applicable) Rs.	TOTAL AMOUNT (Without GST) Rs.	TOTAL AMOUNT (in Words)
1	2	3	4	5	6	7
1	Premium for Cluster I (for insurance coverage upto Rs.1.50 lakh)	1	Beneficiary Family			
2	Premium for Cluster I (for insurance coverage upto Rs.5.00 lakh)					
3	Premium for Cluster II (for insurance coverage upto Rs.1.50 lakh)	1	Beneficiary Family			
4	Premium for Cluster II (for insurance coverage upto Rs.5.00 lakh)					
5	Premium for Cluster III (for insurance coverage upto Rs.1.50 lakh)	1	Beneficiary Family			
6	Premium for Cluster III (for insurance coverage upto Rs.5.00 lakh)					
7	Cost of enrolment through providing Smart Cards for Cluster I	1	Beneficiary Family			
8	Cost of enrolment through providing Smart Cards for Cluster II	1	Beneficiary Family			
9	Cost of enrolment through providing Smart Cards for Cluster III	1	Beneficiary Family			

9. Submission of Proposals

- i. The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- ii. The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder. If there is any such correction, the same shall be signed by the person(s) signing the bid.
- iii. It is the responsibility of bidder to go through this e-Tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.
- iv. A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- v. Bid sent by paper/fax/telex/cable/email etc shall be ignored. No correspondence will be entertained in this matter.

Section IV

General Instructions to Bidders

1. Introduction

- I. Before formulating the bid and submitting the same to “Swasthya Sathi”, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the e-tender document. Failure to provide and/ or to comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.
- II. Expenditure to be incurred for the proposed service will be met from the funds available with the “SWASTHYA SATHI” (and/ or any other unit assigned such responsibility by “SWASTHYA SATHI”).
- III. The procurement will be in terms of procurement rules of the Government of West Bengal.

2. Late Bids: Bids received after the due date and the specified time (including the extended period, if any), for any reason whatsoever, shall be rejected.

3. Queries from bidders and Pre-Bid meeting

- I. A bidder requiring any clarification or elucidation on any issue of this e-tender document may take up the same with the officers of “Swasthya Sathi” in the pre-bid meeting.
- II. The bidder may also take up the same in writing. “Swasthya Sathi” will attempt to respond to such a request provided the same is received by “Swasthya Sathi” not later than eight days prior to the prescribed last date for submission of bid.

4. Corrigendum/Corrigenda: Any subsequent notice(s)/ corrigendum/corrigenda regarding this E-TENDER shall be uploaded on the following website only: the e-Tender website (<https://wbtenders.gov.in>). Bidders are requested to check the said website regularly for this purpose.

5. Alternative Bids: Alternative Bids are not permitted.

6. Bid Validity

- I. The bids shall remain valid for acceptance for a period of 365 days (Three hundred and sixty five days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- II. In exceptional cases, the bidders may be requested by “Swasthya Sathi” to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid.
- III. In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for “Swasthya Sathi”, the bid validity shall automatically be extended up to the scheduled time of the next working day.

7. OPENING OF e-TENDER

- i. “Swasthya Sathi” will open the bids after the specified date and time as indicated in the clause for Date and Time Schedule of e-Tender under Section I of this e-Tender document.
- ii. Authorized representatives of the bidders may attend the tender opening.
- iii. This e-Tender shall be evaluated as follows: The online technical proposals/ bids shall be opened and evaluated with reference to parameters prescribed in this e-Tender document. After this, the online financial proposals/ bids of only the technically qualified bidders shall be opened for further evaluation. The technical and financial evaluation criteria are delineated in subsequent clauses of this Section.

8. Opening of Technical Proposals

- I. Technical proposals will be opened electronically from the e-Tender website by member(s) of the Tender Committee of “Swasthya Sathi” using their Digital Signature Certificates (DSCs).
- II. In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first, followed by the cover (folder) for Non-Statutory Documents.
- III. If any document required to be submitted for this e-Tender by the bidder in its technical proposal is not submitted or is found to be deficient in any manner at any stage after opening of bid, the bid may be summarily rejected.

9. Scrutiny and Evaluation of Bids

- I. Bids will be evaluated on the basis of the terms and conditions already incorporated in this e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- II. The “SWASTHYA SATHI” will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- III. Prior to the detailed evaluation of financial proposals / bids, “Swasthya Sathi” will determine the substantial responsiveness of each bid to this e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Terms and Mode of Payment, Variation, Delay in the Service Provider’s Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The “SWASTHYA SATHI”’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- IV. If a Bid is not substantially responsive, it will be rejected by “Swasthya Sathi”.
- V. During evaluation, “Swasthya Sathi”, under recommendation of the Tender Committee, may summon bidders and seek clarifications /information/ additional documents/ original hard (paper) copies of documents submitted online etc. If these are not produced within specified time, the proposals/ bids will be liable for rejection.
- VI. The result of evaluation of documents of technical proposals/ bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-Tender website.

10. Bidder's Capability to Perform the Contract

- I. Through the above process of bid scrutiny and bid evaluation, "Swasthya Sathi" will determine to its satisfaction whether the bidder, whose bid has been determined as the successful evaluated responsive bid, is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- II. The above-mentioned determination will *inter-alia*, take into account the bidder's technical and service capabilities for satisfying all the requirements of "Swasthya Sathi" as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by "Swasthya Sathi", including inspection of registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of "Swasthya Sathi".

11. Right to accept any bid and to reject any or all bids

"Swasthya Sathi" 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).

12. Award Criteria

Subject to clause 11 regarding "Swasthya Sathi" Right to accept any bid and to reject any or all bids" under this e-tender document, the contract will be awarded separately for each cluster to the least cost evaluated responsive bidders of that particular cluster. The name of successful bidder for each cluster shall be uploaded online.

13. Extension of Contract

The "SWASTHYA SATHI" reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year maintenance period.

14. Notification of Award

- I. The "SWASTHYA SATHI" shall notify the name of successful bidders online on the website of <https://wbtenders.gov.in>. In addition, the successful bidders shall be notified individually for the respective cluster in writing that its bid for that cluster(s) has been accepted, also briefly indicating therein the essential details like description, specification of the services and corresponding prices accepted.
- II. The Notification of Award shall constitute the conclusion of the Contract between the "SWASTHYA SATHI" and the selected bidder, referred to as the Insurer in this e-tender document, and contract period for the respective cluster commence from the date of contract.

15. Service Level Agreement

- I. The successful bidder will sign the Service Level Agreement (SLA) for providing Group Health Insurance cover for Swasthya Sathi within an agreed period with the "SWASTHYA SATHI" after the issue of notification of award of contract by "SWASTHYA SATHI".
- II. SLA shall be signed between these two parties taking into consideration key factors affecting the service delivery timelines, parameters, levels of tolerance and penal

conditions desired by “SWASTHYA SATHI” as per this e-tender document on an elaborate basis.

- III. The SLA may be reviewed and amendments issued as per requirement as the project progresses with time.
- IV. The selected bidder shall prepare the SLA document. It shall also submit SLA performance reports in an agreed format within an agreed period to the “SWASTHYA SATHI” per billing period or whenever demanded. The selected bidder shall prepare Management Information System (MIS) Reports as directed by “SWASTHYA SATHI”.
- V. The “SWASTHYA SATHI” shall make payments to the selected bidder based on these reports.

16. Standards of Work: The work shall be in accordance with the details in this e-Tender document, the subsequent Service Level Agreement (SLA) that shall be signed with the Service Provider by the “SWASTHYA SATHI”, amendments issued to the SLA, if any. To the extent that the standard of the work has not been specified in these aforementioned documents, the Service Provider shall use good quality materials, software, techniques and standards and execute the work with care, skill and diligence required in accordance with industry best practice.

Section V: General Conditions of Contract

1. Bidding, Contracting and Billing Expenses

- (i) The bidder shall be responsible for all costs incurred in connection with participation in the e-tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by “SWASTHYA SATHI” to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- (ii) “SWASTHYA SATHI” will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.
- (iii) The bidder shall bear all costs, including the cost of stationery and printing, for signing of the SLA contract and submission of bills for payment.

2. Language

- (i) The bid submitted by the bidder should be in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder. For purpose of interpretation of the bid, the English translation shall prevail.
- (ii) Any correspondence between the “SWASTHYA SATHI” and the bidder shall be in English language only.
- (iii) The SLA signed with the selected bidder and any correspondence between the “SWASTHYA SATHI” and the selected bidder shall be in English language only.

3. Eligible Goods and/ or Services

All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied from.

4. Assignment

The selected bidder, being referred to as Insurer in this e-tender shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to a second party to perform the contract except in the cases as detailed in Clause 15 of Part II (Scheme Features) and Clause 5 of Part IV (Other Terms and Conditions) of Section II (Terms of Reference) of this e-Tender document. In the event of the Insurer contravening this condition, the “SWASTHYA SATHI” shall be entitled to place the contract elsewhere at risk and cost of the Insurer. The Insurer shall be liable for any loss or damage, which “SWASTHYA SATHI”/ Administrative Department may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to it without prejudice to any other rights of “SWASTHYA SATHI” in this regard.

5. Terms and Mode of Payment

- (i) Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of SLA contract. Also, Income Tax deductible at source and other statutory deductions shall be made from the bills payable to the Service provider.
- (ii) Release of premium will be related to the review of performance. Quarterly review of the performance of the Insurer will be made by the “Swasthya Sathi”. To facilitate the

review of the performance, Insurer will submit Performance Report in the proforma prescribed in **Appendix 16**.

- (ii) The Insurer shall raise bills at the end of each billing period for services provided by it to the “SWASTHYA SATHI” as per rates quoted by it in its BOQ and the subsequent SLA signed, along with supporting documents showing completion of work done satisfactorily, duly certified by appropriate authority of “SWASTHYA SATHI”/ Administrative Department as per following schedules:
- (iv) The payment schedule will be as follows:

STAGE COMPLETED	AMOUNT PAYABLE
On signing of Agreement (Being 1 st instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> (the registered beneficiary families at the time of signing the agreement).
After first quarterly review Meeting - but within 120 days of start of the policy (Being 2 nd instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> (the registered beneficiary families at the time of signing the agreement).
After 2 nd Quarterly review meeting - but within 240 days of start of the policy. (Being 3 rd instalment)	25% of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> (the registered beneficiary families at the time of signing the agreement).
After 3 rd Quarterly review meeting - but within 300 days of start of the policy. (Being 4 th and final instalment)	25% (being the Balance) of such premium as will be arrived at by multiplying (the premium per family being quoted by the Insurance Company) <i>with</i> (the registered beneficiary families at the time of signing the agreement).

- (v) The First Instalment (being 25% of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium in the first week of the signing of the agreement. The State Nodal Agency shall pay the Premium within two weeks of receipt of the invoice from the Insurer.
- (vi) The 2nd Instalment (being 25% of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium in the first week of the succeeding month in which first quarterly meeting is held. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer.
- (vii) The 3rd Instalment (being 25% of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium in the first week of the succeeding month in which second quarterly meeting is held. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer.
- (viii) The 4th and final instalment (being balance amount of quoted premium) shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Premium

in the first week of the succeeding month in which third quarterly meeting is held. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer.

- (ix) It will be the responsibility of the State Government/ Nodal Agency to ensure that the premium to the Insurance Company shall be paid according to the schedule mentioned above to ensure adherence to compliance of Section 64 VB of the Insurance Act, 1938.

(x) Pro-rate Premium

Pro-rate Premium will be paid to the Insurer based on the new enrolment made during the pendency of the Policy Period. The Insurer or its representative(s) shall deliver the Smart Card to each “Swasthya Sathi” beneficiary Family Unit at the time of enrolment free of cost. Actual amount of premium will be released on Pro-rate basis by the State Government / State Nodal Agency to the Insurance Company based on the enrolment of the identified beneficiaries and delivery of smart cards to them. The State Nodal Agency on receipt of this information through online updation status in server and certificate of enrolment data from the District Authority in the prescribed format shall release its premium on Pro-rate basis to the Insurance Company in three instalments in the manner detailed hereinbelow:

The 1st Instalment shall be paid by the State Nodal Agency to the Insurance Company whereby Insurer will raise the bill for Pro-rate Premium separately along with the bill to be raised after 1st Quarterly Review meeting. Along with its invoice for Pro-rate Premium, the Insurer shall provide the complete enrolment data (including personal data, i.e. photograph, biometric print images) to the State Nodal Agency in electronic form. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer, subject to verification of the enrolment data submitted by the Insurer against the data downloaded from the Field Key Officer (FKO) cards/dongles on the District Key Manager (DKM) server.

Bills for Pro-rate Premium in respect of 2nd and 3rd quarterly enrolments will be raised by the Insurance Company on quarterly basis along with the bills to be raised after 2nd and 3rd Quarterly Review meeting. Bills for Pro-rate Premium in respect of 4th quarterly enrolments will be raised by the Insurance Company in the first week of the succeeding month in which 4th Quarterly Review meeting is held. Along with its invoice, the Insurer shall provide the complete enrolment data (including personal data, i.e. photograph, biometric print images) to the State Nodal Agency in electronic form. The State Nodal Agency shall pay the Premium within 30 days of receipt of the invoice from the Insurer, subject to verification of the enrolment data submitted by the Insurer against the data downloaded from the Field Key Officer (FKO) cards/dongles on the District Key Manager (DKM) server.

Pro-rate Premium payment to the Insurance Company will be based on reconciliation of invoice raised by Insurer and enrolment data uploaded in the Server as well as certificate of DKM based on downloaded enrolment count of Field Key Officers’ (FKOs) Card/dongle at DKM server.

The Insurance Company will have to submit on a weekly basis digitally signed enrolment data generated by the enrolment software at DKM server.

Bills for Pro-rate premium should also include additional cost for providing smart cards at the rate per card quoted by them.

6. Liquidated Damages

Subject to Clause on Force Majeure under this e-tender, if the Insurer fails to provide goods and/ or services for Group Health Insurance as per quality, specifications, quantity, time line, materials, other terms and conditions incorporated in the e-tender, SLA contract, any amendment and to the satisfaction of the competent authority of “SWASTHYA SATHI”/ Administrative Department, the “SWASTHYA SATHI” shall, without prejudice to other rights and remedies available to it deduct the sums as liquidated damages/penalty from the bills payable to Insurer as provided in Section II (Terms of Reference).

7. Termination for Default

- (i) The “SWASTHYA SATHI”, without prejudice to any other contractual rights and remedies available to it (the “SWASTHYA SATHI”), may, by written notice of default sent to the Insurer, terminate the contract in whole or in part, if the Insurer fails to deliver any or all of the goods and/ or perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the “SWASTHYA SATHI” pursuant to clause 4 for Variation, Delay in the Insurer’s Performance under this e-tender.
- (ii) Unless otherwise instructed by the “SWASTHYA SATHI”, the Insurer shall continue to perform the contract to the extent not terminated.

8. Force Majeure

- (i) Notwithstanding the provisions contained in clauses for Variation, Delay in the Insurer’s Performance, Liquidated Damages and Termination for Default under this e-tender, the Insurer shall not be liable for imposition of any such sanction so long the delay and/or failure of the Insurer in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, Force Majeure means an event beyond the control of the Insurer and not involving the Insurer’s fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the “SWASTHYA SATHI” either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- (iii) If a Force Majeure situation arises, the Insurer shall promptly notify the “SWASTHYA SATHI” in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the “SWASTHYA SATHI” in writing, the Insurer shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented

or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

- (v) In case due to a Force Majeure event the “SWASTHYA SATHI” is unable to fulfil its contractual commitment and responsibility, the “SWASTHYA SATHI” will notify the Insurer accordingly and subsequent actions taken on similar lines described in above sub-clauses.

9. Resolution of Disputes

- (i) If dispute or difference of any kind shall arise between “SWASTHYA SATHI” and the bidder/ selected bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- (ii) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitration of an officer in the Department of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract.
- (iii) The venue of arbitration shall be Kolkata.

10. Legal Jurisdiction

All agreements to be signed by parties will have the jurisdiction of the courts in Kolkata and shall be governed by appropriate laws in India.

11. Corrupt or Fraudulent Practices

It is required by all concerned, namely the “SWASTHYA SATHI”/ Administrative Department/ the Bidders/ the Service Provider / others to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the “SWASTHYA SATHI”:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the “SWASTHYA SATHI” and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the “SWASTHYA SATHI” of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare an Insurance Company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the “SWASTHYA SATHI” if it at any time determines that the Insurance Company has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

12. Termination for convenience

- (i) The “SWASTHYA SATHI” reserves the right to terminate the contract, in whole or in

part for its (“SWASTHYA SATHI”’s) convenience, by serving written notice on the Insurer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the “SWASTHYA SATHI”. The notice shall also indicate *inter alia*, the extent to which the Insurer’s performance under the contract is terminated, and the date with effect from which such termination will become effective.

- (ii) The goods and/ or services which are complete and ready in terms of the contract and delivered and performed within 21 (twenty one) days after the Insurer’s receipt of the notice of termination shall be accepted by the “SWASTHYA SATHI” following the contract terms, conditions and prices.

13. Modification of Contract

If necessary, the “SWASTHYA SATHI” may issue a written order to the Insurer at any time during the currency of the contract, to amend the contract by making alterations and modifications/ amendments within the general scope of contract in any one or more of the following:

- a) Requirements and Specifications of the goods and /or services.
- b) Any other area(s) of the contract, as felt necessary by the “SWASTHYA SATHI” depending on the merits of the case.

14. Use of contract documents and information

- (i) The Insurer shall not, without the “SWASTHYA SATHI”’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the “SWASTHYA SATHI” in connection therewith, to any person other than the person(s) employed by the Insurer in the performance of the contract emanating from this e-tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.
- (ii) Further, the Insurer shall not, without the “SWASTHYA SATHI”’s prior written consent, make use of any document or information mentioned in this clause’s sub-clause (i) above except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the Insurer, each and every other document mentioned in this clause’s sub-clause (i) above shall remain the property of the “SWASTHYA SATHI” and if advised by the “SWASTHYA SATHI”, all copies of all such documents shall be returned to the “SWASTHYA SATHI” on completion of the Service Provider’s performance and obligations under this contract.
- (iv) Insurance Company shall not share enrollment data including the biometric data with any re-insure.

15. Patents, Copyright and Intellectual Property Rights

- (i) Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) developed for this project shall lie with the Swasthya Sathi. So, Swasthya Sathi has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Insurer will not have any claim, whatsoever to this software property and documents.
- (ii) If a third party claims that a product delivered by the Insurer to Swasthya Sathi infringes that party’s patent or copyright, the Service Provider shall defend Swasthya Sathi against that claim at the Insurer’s expense. In such case Insurer shall pay all costs, damages, attorney’s fees etc. relating to any award by a court of law or those that are included in a settlement approved by the Insurer.

- (iii) The Insurer shall provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code as per Software Engineering Management Practices. Handing over of the source code is essential at every stage and shall be tagged with Payment Terms.

16. Miscellaneous Clauses

- (i) Nothing contained in the e-tender, SLA Contract, any subsequent amendment shall be constructed as establishing or creating between the parties, i.e. the Insurer on the one side and the “SWASTHYA SATHI” on the other side, a relationship of master and servant or principal and agent.
- (ii) Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Insurer shall notify the “SWASTHYA SATHI” of any material change that would impact on performance of its obligations under this Contract.
- (iv) Each member/ constituent of the Insurer, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the “SWASTHYA SATHI” for performance of contract/ services including that of its Associates/ Sub-Service Providers under the Contract.
- (v) The Insurer shall, at all times, indemnify and keep indemnified the “SWASTHYA SATHI” against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider / its associate/ affiliate etc.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the contract.

ANNEXURE-A

REF.: NIT issued under Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633 Date: 15.11.2019

Checklist of documents submitted with the bid

Sl. No.	Document	Clause Reference	Document Submitted (Yes/No)
1.	Undertaking expressing explicit agreement to the terms of the SWASTHYASATHI	Annexure B	
2.	Undertaking regarding use of third party administrators, smart card service providers and similar agencies	Annexure C	
3.	List of medical or surgical procedures or interventions in addition to those set out in Appendix 4 to the Tender Documents with Package Rates (if any)	Annexure D	
4.	Actuarial Certificate	Annexure E	
5.	Format of technical bid	Annexure F	
6.	Format of Financial bid	Annexure G	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

Annexure B

Format of undertaking regarding compliance with terms of scheme

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2016

To

Secretary Health & Family Welfare &
State Nodal Officer, SWASTHYASATHI
Department of Health & Family Welfare,
Government of West Bengal

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

REF.: NIT issued under **Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633** **Date: 15.11.2019**

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the implementation of the Swasthya Sathi Scheme (Bima Yojana).

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

Dated this ____ day of __,(Y/Y/Y/Y)

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _____

[Name of Bidder]

Annexure C

Undertaking regarding use of third party administrators, smart card service providers and similar agencies

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date],(Y/Y/Y/Y)

To

Office of the State Nodal Officer, SWASTHYASATHI
& Secretary Health & Family Welfare
III Floor – B- Wing, Swastha Bhaban
GN 29, - Salt Lake, Sector V
Kolkata -700091

Dear Sir,

REF.: NIT issued under **Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633** **Date: 15.11.2019**

Sub: Undertaking Regarding Appointment of Third Party Administrators, Smart Card Service Providers and Similar Agencies

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the implementation of the Swasthya Sathi scheme.

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only appoint those Third Party Administrators, Smart Card Service Providers and similar agencies that meet the criteria specified in the Tender Documents for appointment of Third Party Administrators, Smart Card Service Providers and similar agencies.

Dated this day of ,(Y/Y/Y/Y)

[Signature]

In the capacity of

[Position]

Duly authorized to sign this Bid for and on behalf of

[Name of Bidder]

Annexure D

Format for providing list of additional packages and package rates

REF.: NIT issued under **Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633** **Date: 15.11.2019**

Serial No.	Category	LOS	Rate

Annexure E – Format of actuarial certificate

[On letterhead of the Bidder's Appointed Actuary]

From

[Name of Actuary/ Chief Underwriter]

[Address of Actuary/ Chief Underwriter]

Date: [insert date],(Y/Y/Y/Y)

To

Secretary Health & Family Welfare &

m. State Nodal Officer, SWASTHYASATHI

n. Department of Health & Family Welfare,

o. Government of West Bengal.

p.

Dear Sir,

Sub: Actuarial Certificate in respect of Premium quoted by [insert name of Bidder] in its Financial Bid dated [insert date]

REF.: NIT issued under Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633 Date: 15.11.2019

I/ We, [insert name of actuary / Chief Underwriter], are/ am a registered actuary under the laws of India and are/ is licensed to provide actuarial services.

[Insert name of Bidder] (The Bidder) is an insurance company engaged in the business of providing general insurance (including health insurance) services in India and we have been appointed by the Bidder as its actuary.

I/ We understand that the Bidder will submit its Bid for the implementation of the Swasthya Sathi (the Scheme) in the State Government.

I, [insert name] designated as [insert title] at [insert location] of [insert name of actuary/ Chief Underwriter] do hereby certify that:

- q. We have read the Tender Documents for award of Contract(s) for the implementation of the Scheme.
- r. The rates, terms and conditions of the Tender Documents and the Premium being quoted by the Bidder for SWASTHYASATHI are determined on a technically sound basis, are financially viable and sustainable on the basis of information and claims experience available in the records of the Bidder.
- s. Following assumptions have been taken into account while calculating the price for this product:
 - i. Pure Claim Ratio – ____ % (Estimated Claim/(Premium-cost of smart card)
 - ii. Administrative Cost – ____%
 - iii. Cost of Smart Card and its issuance – ____%
 - iv. Profit - ____ %

Dated this ____ day of _,(Y/Y/Y/Y)

At [insert place]

[Signature]

In the capacity of _____

[Position]

ANNEXURE -F
FORMAT OF TECHNICAL BID

[On the letterhead of the Bidder]

From:

[Insert name of Bidder]

[Insert address of Bidder]

Date: [●],.....(Y/Y/Y/Y)

To:

Office of the _____,

(Nodal Officer, SWASTHYASATHI, _____)

Dear Sir,

Sub: Technical Bid for providing Group Health Insurance to the beneficiaries under SWASTHYASATHI in the State of West Bengal

REF.: NIT issued under Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633 Date: 15.11.2019

With reference to your Tender Documents dated -----, we, [*insert name of Bidder*], wish to submit our Technical Bid for the award of the Contract(s) for the implementation of the Swasthya Sathi Scheme (Bima Yojana) in the district of _____. Our details have been set out in **Annex 1** to this Letter.

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

We acknowledge that the Department of _____, Government of _____ or any other person nominated by the Government of _____ (the **State Nodal Agency**) will be relying on the information provided in the 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.

We shall make available to the State Nodal Agency any clarification that it may find necessary or require to supplement or authenticate the Technical Bid.

We acknowledge the right of the State Nodal Agency to reject our Technical Bid or not to declare us as a Eligible Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We undertake that:

- i. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.
- ii. We agree and release the State Nodal 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 law 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.

We represent and warrant that:

- a. We have examined and have no reservations to the Tender Documents, including all Addenda issued by the State Nodal Agency.
- b. We accept the terms of the Contract that forms Volume II of the Tender Documents and all, and shall seek no material deviations from or otherwise seek to materially negotiate the terms of the draft Main Contract or the draft Supplementary Contract, if declared as the Successful Bidder.
- c. [We are registered with the IRDA]/ [We are enabled by a central legislation] to undertake the general insurance (including health insurance) business in India and we hold a valid registration as on the date of submission of this Bid. [*Note to Bidders: Please choose the correct option.*]
- d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Bidder.
- e. The Tender Documents and all other documents and information that are provided by the State Nodal Agency to us are and shall remain the property of the State Nodal 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 Nodal 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 Nodal 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 Nodal 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 Contract(s).
- i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the State Nodal 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 Nodal Agency or a ground for termination of the Contract.
- j. Our Bid shall be valid for a period of 240 days from the Bid Due Date, i.e., until [*insert date*].

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 advise the State Nodal Agency of the same immediately.

We are submitting with this Letter, the documents that are listed in the checklist set out as **Annex 2** to this Letter.

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

- 1. Sign and return an original copy of the NOA to the State Nodal Agency within 7 days of receipt of the NOA, as confirmation of our acceptance of the NOA.
- 2. Not seek to materially negotiate or seek any material deviations from the final drafts of the Contract provided to us by the State Nodal Agency in accordance with Clause 87.2(b) of Part II of the Tender Documents.
- 3. Execute the Contract with the State Nodal Agency.

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 Nodal 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 Contract(s) for the implementation of the SWASTHYASATHI in the State of West Bengal.

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

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.

Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

In witness thereof, 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]*,(Y/Y/Y/Y)

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _____

[Name of Bidder]

ANNEX - 1

DETAILS OF THE BIDDER

1. 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:

D. Details of individual(s) who will serve as the point of contact/communication for the State Nodal Agency:

I. Name:

II. Designation:

III. Company:

IV. Address:

V. Telephone Number:

VI. E-mail Address:

VII. Fax Number:

2. Particulars of the Authorised Signatory of the Bidder:

I. Name:

II. Designation:

III. Company:

IV. Address:

V. Telephone Number:

VI. E-mail Address:

VII. Fax Number:

ANNEX – 2

CHECK LIST OF DOCUMENTS SUBMITTED WITH THE TECHNICAL BID

Sl. No.	Document	Clause Reference	Document Submitted (Yes/No)
1.	Technical Bid	Annexure A	
2.	<p>Copies of registration granted by the IRDA for carrying on general insurance (including health insurance) business in India.</p> <p>[Note. If the Bidder is entitled by a central legislation to undertake the general insurance (including health insurance) business, then the Bidder shall provide a copy of the central legislation or other delegated legislation empowering the Bidder to undertake the general, including health, insurance business, instead of the IRDA registration.]</p>	Clause 4.ii. of Section III: Preparation of Bids for e-Tender	
3.	Undertaking expressing explicit agreement to the terms of the SWASTHYASATHI	Annexure B	
4.	Undertaking to use only Third Party Administrators, Smart Card Service Providers and similar agencies that fulfil the criteria specified in the Tender Documents	Annexure C	
5.	List of additional packages and package rates (if any)	Annexure D	
6.	Actuarial Certificate	Annexure E	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

ANNEX - 3

FORMAT FOR PROVIDING INFORMATION ON PREVIOUS EXPERIENCE WITH SIMILAR TYPE OF SCHEMES

NOTE: A brief write-up about the experience of implementing the SWASTHYASATHI may be provided here in accordance with the requirements detailed in this e-Tender document.

ANNEXURE G

FORMAT OF FINANCIAL BID

(To be submitted separately for each District)

[On letterhead of the Bidder]

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date], 2019

To

Office of the _____,
(Nodal Officer, SWASTHYASATHI, _____)

Dear Sir,

Sub: Technical Bid for providing Group Health Insurance to the beneficiaries under SWASTHYASATHI in the State of West Bengal

REF.: NIT issued under Memo no. .: HFW-12012/1/2017-SWASTHYASATHI SEC-Dept. of H&FW/1633 Date: 15.11.2019

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 Contract(s) for the implementation of the Rashtriya Swasthya Bima Yojana in the District of (Insert Name District). Our details have been set out in our Technical Bid.

We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.

We acknowledge that the State Nodal Agency will be relying on the information provided 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 Contract for the implementation of the SWASTHYASATHI in the State of (Insert Name of the State). 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.

We shall make available to the State Nodal Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.

We acknowledge the right of the State Nodal 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 law, our right to challenge the same on any account whatsoever.

We 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 and shall continue to be true, correct and accurate for the entire validity period of our Bid.

We acknowledge and declare that the State Nodal 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 Documents.

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 Nodal Agency of the same immediately.

We acknowledge, confirm and undertake that:

- A. The Premium and Fees for enrolment quoted by us, is inclusive of all costs, expenses, service charges, taxes (including the costs of the issuance of the Smart Cards).
- B. The terms and conditions of the Tender Documents and the Premium being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially viable and sustainable on the basis of information and claims experience available in our records.

We hereby irrevocably waive any right or remedy which I/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 Nodal Agency in connection with the evaluation of the Financial Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.

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

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 Nodal Agency carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the State Nodal Agency or in respect of any matter arising out of or concerning or relating to the Bidding Process.

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 Nodal Agency if the Contract

are not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

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 (Insert Name of the State Capital) will have exclusive jurisdiction in the matter.

Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

In witness thereof, we submit this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this *[insert]* day of *[insert month]*, 2019

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _____

[Name of Bidder]

GLOSSARY

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the Tender Documents shall have the meanings ascribed to it in the Main Contract.

Addendum or Addenda	means an addendum or addenda (document issued in continuation or as modification or as clarification to certain points in the main document) to the Tender Documents issued in accordance with Clause 8 of Section I (Notice Inviting Tender). The bidders would need to consider the main document as well as any addenda issues subsequently for responding with a bid.
Affiliate	in relation to a Bidder, means a person that, directly or indirectly, through one or more intermediaries: (i) Controls; (ii) is Controlled by; or (iii) is under the common Control with, such Bidder.
Beneficiary Database	means the database providing details of families and their members that are eligible for getting the benefits under “Swasthya Sathi” Scheme. Such database will be prepared by or on behalf of the State Nodal Agency, duly validated, and, thereafter, uploaded on the “Swasthya Sathi” website: www.swasthyasathi.gov.in .
Beneficiary Family Unit	means each family unit comprising of members eligible to get the benefits under the Swasthya Sathi Scheme.
Beneficiaries	means the members of Beneficiary Family Units that are eligible to be enrolled by the Insurer under “Swasthya Sathi” Scheme.
Bid	means each proposal submitted by a Bidder, including a Technical Bid and a Financial Bid, to be eligible for and to be awarded the Contract; and Bids shall mean, collectively, the Bids submitted by the Bidders.
Bid Due Date	means the last date for submission of the Bids as specified in the Tender Notice, and as may be amended from time to time.
Bidder	means a person that submits a Bid in accordance with the Tender Documents; and the term Bidders shall be construed accordingly.
Bidding Process	means the bidding process that is being followed by the State Nodal Agency for the award of the Contract, the terms of which are set out in

	these Tender Documents.
CHC	means a community health centre in the State Known as Public Health Centres (PHC) / Block Primary Health Centres (BPHC) /Rural Hospitals (RH).
Call Centre Service	means the toll-free telephone services to be setup jointly by the Insurers for the 24X7 guidance and benefit of the Beneficiaries.
Cashless Access Service	means the service provided by the hospitals on behalf of the Insurer to the Beneficiaries covered under “Swasthya Sathi” for the provision of health care facilities without any cash payment by the beneficiary.
Contract	means a contract to be entered into by the State Nodal Agency and the Insurer for the provision of health insurance cover to the Beneficiaries under the “Swasthya Sathi”.
Cover	in relation to a Beneficiary Family Unit resident in a district, means the total risk cover of “Swasthya Sathi” that will be provided by the Insurer to such Beneficiary Family Unit under the Contract and the Policy for that district.
District Key Manager or DKM	in relation to a district, means a government official appointed by the State Nodal Agency to administer and monitor the implementation of the “Swasthya Sathi” in that district and to carry out such functions and duties as are set out in the Tender Documents.
District Kiosk	in relation to each district, means the office established by the Insurer at that district to provide post-issuance services to the Beneficiaries and to Empanelled Health Care Providers in that district, in accordance with Clause 18 of Part II (Scheme Features) of Section II (Terms of Reference).
Insurance Server	in relation to a district, means the server that the Insurer shall set up to: set up and configure the Beneficiary Database for use at enrolment stations; collate enrolment data including fingerprints; collate transaction data; collate data related to modifications undertaken at the district kiosk; submit periodic reports to the State Nodal Agency and/or to DoH&FW and perform such other functions set out in this tender.

Eligible Bidder	means a Bidder that is found to be eligible and to satisfy the Qualification Criteria and whose Technical Bid is found to be substantially responsive to the Tender Documents, and which will, therefore, be eligible to have its Financial Bid opened.
Empanelled Health Care Provider	means a hospital, a nursing home, a CHC, a PHC or any other health care provider, whether public or private, satisfying the minimum criteria for empanelment and that is empanelled by the Insurer, in accordance with Clause 7 of Part II (Scheme Features) of Section II (Terms of Reference).
Enrolment Kit	means the equipments, meeting the requirements provided in this tender, required for registration, card issuance and verification that must be carried by an enrolment team for carrying out enrolment of the Beneficiaries under “Swasthya Sathi”.
Enrolment Conversion Rate	in relation to a district, means the total number of Beneficiary Family Units enrolled and issued Smart Cards as compared with the total number of Beneficiary Family Units listed in the Beneficiary Database, determined in percentage terms.
Field Key Officer or FKO	means a field level Government officer or other person appointed by the State Nodal Agency to identify and verify the Beneficiary Family Units at the time of enrolment based on the Beneficiary Database and to carry out such other functions and duties.
Financial Bid	means a financial proposal submitted by the Bidder setting out the Premium quoted by the Bidder.
IEC and BCC	Means Information, Education and Communication (IEC) and Behavioural Change Communication (BCC) activities which are related to making the information about the scheme available to the beneficiaries.
Insurer	means the Bidder that is selected as the Successful Bidder and that enters into the Contract with the State Nodal Agency.
IRDA	means the Insurance Regulatory and Development Authority.
DoH&FW	means the Department of Health & Family Welfare , Government of West Bengal.

Notification of Award or NOA	means the notification of award that will be issued by the State Nodal Agency to the Successful Bidder after the proposal is accepted by the DoH&FW.
IPD	means in-patient department.
PHC	means a Primary Health Centre in the State.
Package Rates	means the fixed maximum charge per medical or surgical treatment, procedure or intervention or day care treatment that will be covered by the Insurer.
Policy	in respect of each district in the State, means the policy issued by the Insurer to the State Nodal Agency describing the terms and conditions of providing risk cover to the Beneficiaries that are enrolled in that district, including the details of the scope and extent of cover available to the Beneficiaries, the exclusions from the scope of the risk cover available to the Beneficiaries, the Policy Cover Period of such policy and the terms and conditions of the issue of such policy.
Premium	means the premium to be paid by the State Nodal Agency to the Insurer in accordance with Section 10 of Part II (Scheme Features) of Section II (Terms of Reference).
Project Office	means office set by the selected Insurance Company in the State.
Qualification Criteria	means the minimum qualification criteria that the Bidder is required to satisfy in order to qualify for evaluation of its Financial Bid.
STATE LEVEL IMPLIMENTATION COMMITTEE	means a Committee constituted by the Government of West Bengal to oversee the implementation of the Swasthya Sathi Scheme.
SWASTHYA SATHI	means the a scheme run by the Department of Health & Family Welfare, Government of West Bengal, for the provision of health insurance services directly or through an insurer to the “SWASTHYA SATHI” Beneficiary Family Units within defined districts of the State of West Bengal.
SWASTHYA SATHI SAMITI	Means a Society formed by the Government of West Bengal under the Societies Registration Act, 1962.

“SWASTHYA SATHI” Beneficiary Family Units	means a Beneficiary Family Unit that is eligible to receive the benefits under the “SWASTHYA SATHI”.
Rupees or ₹	means Indian Rupees, the lawful currency of the Republic of India.
Services Agreement	means the agreement to be executed between the Insurer and an Empanelled Health Care Provider for utilization of the Cover by the Beneficiaries on a cashless basis.
Service Area	means the State and districts for which this tender is applicable.
Smart Card	means the electronic identification card issued by the Insurer to the Beneficiary Family Unit, for utilization of the Cover available to such Beneficiary Family Unit on a cashless basis meeting the specifications as defined in Appendix 4.
Smart Card Service Provider	means the intermediary that meets the criteria set out in this tender and that is appointed by the Insurer for providing services that are mentioned in this tender. For the purposes of “Swasthya Sathi”, such intermediary must have necessary accreditation from Quality Council of India (QCI) as per norms set by “Swasthya Sathi”.
State Nodal Agency	means the Nodal Institution set up by the State Government for the purpose of implementing and monitoring the “Swasthya Sathi”.
Successful Bidder	means the Eligible Bidder that has been selected by the State Nodal Agency for the award of the Contract.
Technical Bid	means a technical proposal to be submitted by each Bidder to demonstrate that: (i) the Bidder meets the Qualification Criteria; and (ii) the Bidder is eligible to submit a Bid under the terms set out in the Tender Documents.
Tender Documents	means these tender document issued by the State Nodal Agency for appointment of the Insurer and award of the Contract to implement the “Swasthya Sathi”. This would include the Addendum, annexures, clarifications, Minutes of Meeting or any other documents issued along with or subsequent to the issue of the tender and specifically mentioned to be part of the tender.
Tender Notice	shall mean the notice inviting tenders for the implementation of the “Swasthya Sathi”.

Third Party Administrator or TPA	means any organization that is licensed by the IRDA as a third party administrator, meets the criteria set out at Appendix 15 and that is engaged by the Insurer, for a fee or remuneration, for providing Policy and claims facilitation services to the Beneficiaries as well as to the Insurer upon a claim being made.