



No. CMS/4-6/Major Projects/2019-20/
अण्डमान तथा निकोबार प्रशासन
ANDAMAN AND NICOBAR ADMINISTRATION
स्वास्थ्य सेवा निदेशालय
Directorate of Health Services

Port Blair, dated 10.09.2020

Expression of Interest (EOI) for Empanelment of Hospitals in the cities of Chennai, Kolkata and Vishakapatnam for beneficiaries of A & N Islands under Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)

INTRODUCTION

An Expression Of Interest (EOI) is invited by the Director of Health Services, Andaman and Nicobar Administration, Port Blair to empanel hospitals under AB-PMJAY following merger of the UT Health scheme ANISHI with AB-PMJAY in compliance with the directions of the Ministry of Home Affairs, Govt. of India to provide cashless medical treatment facility to the Islanders who are Permanent residents of A&N Islands with family income of less than Rs. 3.00 lakhs per annum including BPL/PHH families and their dependent family members and Pensioners settled in Andaman and Nicobar islands after retirement and their dependent family members. This scheme provides cashless benefit upto Rs. 5.00 Lakhs per family per year.

BACKGROUND

Health being a vital sector, lack of facilities in this sector undermines the confidence and morale of people living in these Islands as it accentuates the sense of isolation from the mainland. This in turn also magnifies any other inconveniences imposed by the inherent logistic difficulties due to the distance of the Island from the mainland. It may also be pertinent to mention that in the last few years, the aspirations of the people have increased considerably towards the Health sector.

The Andaman & Nicobar Administration taking into account the aspiration of the Islanders and to ensure availability of better health care facility to the middle and lower income strata of the society, a Scheme namely Andaman & Nicobar Islands Scheme for Health Insurance (ANISHI) was launched by the then Hon'ble Lt. Governor on 26th January, 2015. Under this scheme 3965 patients have been

referred for specialized treatment to empanelled hospitals in mainland. Now, the Ministry of Home Affairs, Govt of India has directed to merge the scheme with AB-PMJAY.

PURPOSE

The purpose of this EOI is to solicit multispecialty / single specialty private hospitals for direct empanelment by Andaman & Nicobar Administration under the AB-PMJAY Scheme to provide cashless medical treatment facility to the beneficiaries of Andaman and Nicobar Islands who were covered under the erstwhile ANISHI Scheme. The Interested Hospitals may submit the empanelment application in the National Health Authority (NHA) Portal <https://hospitals.pmjay.gov.in> and login using the reference number and password received through SMS and email during registration. After submitting the application in the NHA portal, an e-mail may be sent to sha.abpmjay.ani@gmail.com informing the submission of the application.

INVITATION FOR PROPOSAL

- i) While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Director of Health Services or any of its employee, or in relation to the accuracy or completeness of this document any liability thereof is hereby expressly disclaimed. Interested parties may carry out their own study / analysis / investigation as required before submitting the response.
- ii) Some of the activities indicated to be carried out by Director of Health Services subsequent to the receipt of the responses are indicative only. Director of Health Services has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of the project.
- iii) Interested hospitals (authorized signatory) shall submit their application in the NHA Hospital empanelment Portal (<https://hospitals.pmjay.gov.in>). Director of Health Services will not be responsible for delay in submission due to any reason. For this, hospitals are requested to submit the complete details as per the portal to avoid any unforeseen problem.

EOI EVENTS SCHEDULE

The summary of various activities with regard to the EOI for selection of Hospital are listed in the table below:

Address for submission of EOI	Online Applications shall be processed from the Online Portal by Dept. of Health, A & N Administration
Starting date & time of application	14-Sep-2020
Last date and time for submission of online empanelment	05-Oct-2020
Tentative Date & Time for approval of the empanelment in the portal	12-Oct-2020
Tentative date of signing of agreement	16-Oct-2020

1 GENERAL INFORMATION & INSTRUCTIONS:

1. DHS floats this EOI for empanelment of Multispecialty Hospital and Nursing Homes subject to fulfilling the requirement as defined in the National Health Authority (NHA) hospital empanelment guidelines available at <https://pmjay.gov.in>.
2. The State Health Agency (SHA), Andaman and Nicobar Island is the implementing agency of the AB-PMJAY Scheme.
3. It would be deemed that prior to the submission of the Application, the applicant have:
 - a. Made a complete and careful examination of requirements and NHA guidelines for Hospital empanelment.
 - b. Received all such relevant information as it has requested from SHA.
4. The applicant shall bear all costs associated with the preparation and submission of their application.
5. The applicant shall not disclose confidential information to any third party without prior written approval of State Health Agency.
6. State Health Agency reserves the rights to call for the supporting documents for verification if so deemed and also cross-check for any details as furnished by the applicant from their previous clients etc. The applicants shall not have any objection whatsoever in this regard.

The application submitted by the party shall comprise the documents in support of Qualification.

2. RATE

1. The schedule of rates specified by National Health Authority as per their applicable Health Benefit Package 2.0 with an enhancement of 10% of the package price shall be applicable.
2. Ambulance services should be provided by the empanelled Hospitals. The Ambulance pick-up and drop charges from nearest Airport or Seaport can be billed to the patient. The actual cost or Rs 3000 (Rupees Three thousand only) whichever is lesser shall be reimbursed to the patient by the State Health Agency, Andaman and Nicobar Islands on production of original bills after completion of treatment.

3. AWARD CRITERIA

The submitted applications will be evaluated and approved or rejected accordingly in the Online Empanelment Portal. Any queries shall also be resolved through the same portal during the evaluation process.

8. Agreement:

The final Memorandum of Understanding (MoU) will be signed by the State Health Agency with the Hospitals/ Nursing Home as the case may be approved for empanelment.

CASHLESS SERVICE

The beneficiaries will be provided with cashless treatment for a wallet amount of Rs. 5 Lakh per family per year as defined in the National Health Authority guidelines (<https://pmjay.gov.in>).

The empanelled hospital shall use the relevant NHA Software/ Portals i.e. Transaction Management System (TMS) to update patient treatment details and raise the bill after completion of treatment. The bills shall be paid by the State Health Agency and shall be credited electronically to the Hospital Account specified during the empanelment process.

An IRDAI approved TPA engaged by the State health Agency, Andaman and Nicobar Administration shall process the claims submitted by the Hospitals as per NHA guidelines and processes, as soon as the discharge details of the treated patients are uploaded by the empanelled Hospitals. Any queries or clarifications by the TPA shall be done within the Transaction Management System (TMS).

LIMITATION OF LIABILITY

The empanelled hospital shall be responsible for all commissions and omissions in treating the patients under the scheme and will also be responsible for all legal consequences that may arise. The DHS/ State Health Agency will not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the empanelled hospital and if any legal complications arise and are called upon to answer, the empanelled hospitals will pay all legal expenses and consequent compensation, if any.

If any claim arises out of alleged deficiency in service on their part or on the part of their staff, then it will be the duty of the empanelled hospital to answer such claim. In the unlikely event of State health Agency being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the empanelled hospital and then the empanelled hospital will step in and meet such liability on their own.

FORCE MAJEURE:

The hospital shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the EOI is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the hospital and not involving the hospital's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the agreement.

If a Force Majeure situation arises, the hospital shall promptly notify SHA in writing of such conditions and the cause thereof. Unless otherwise directed by SHA, the hospital shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable

control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:

- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone,
- flood, storm, tornado, or typhoon;
- Explosion or chemical contamination (other than resulting from an act of war);
- Epidemic such as plague;
- Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; Strikes, work to rules, go-slows which are widespread, nation-wide, or State wide and are of political nature;

Termination of contract:

Termination of the contract shall be governed by the NHA guidelines.

LIQUIDATED DAMAGES

Empanelled centre shall provide the services as specified in the Guidelines of NHA and MoU with the empanelled Hospitals/Nursing Homes. In case of violation of the provisions to the contract by the empanelled centre, payment of the incoming/pending bills may be withheld for the pending/further bills of the Hospital/diagnostic centre.

Amendments to EOI documents

At any time prior to the last Date and Time for submission of EOI, the SHA or DHS may, for any reason, modify this Document by amendments at its sole discretion. All amendments shall be uploaded on the websites dhs.andaman.gov.in and will be binding on all who are interested in EOI. In order to provide, prospective hospitals, reasonable

time to take the amendment if any, into account in preparing their EOI, the DHS may, at its discretion, extend the deadline for submission of EOI.

Terms and Conditions of the interested hospitals

The participating hospitals are not allowed to impose their own terms and conditions to the EOI and if submitted will not be considered as forming part of their EOI. The hospitals are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation are not acceptable to them. The hospitals should also describe clearly in what respect and up to what extent the services being offered differ/ deviate from the conditions laid down and requirements.

Deadline for submission of application for empanelment

The application for empanelment should be submitted online in the NHAs portal not later than the specified date and time as specified in the Document. In event of the specified date for submission of applications being declared a holiday for the DHS, the application will be received up to appointed time on next working day. The DHS may, at its discretion, extend this deadline for submission of application by amending the documents in accordance to clause "AMENDMENTS TO EOI DOCUMENTS"; in such case all rights and obligations of the DHS and hospitals previously subject to the deadline will thereafter be subject to the deadline as extended.

DURATION OF EMPANELMENT

As per NHA applicable Guidelines, which is currently for a period of 3 years and has provisions of renewal.

INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The Hospital is responsible for and obliged to provide all facilities in accordance with the Agreement, using state of- the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the NHA or SHA. The hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanour, negligence, misconduct or deficiency in services, if any.

PENALTY CLAUSE

Patient can't be denied treatment on the pretext of non availability of beds / Specialists failing which treatment may be arranged from other AB-PMJAY empanelled hospital and any excess payment made to the other centre for the management of such cases will be paid by the treating hospital.

INDEMNITY

The Hospital shall at all times, indemnify and keep indemnified against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to DHS or SHA in consequence to any action or suit being brought against the DHS or SHA, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the DHS or SHA from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. The Hospital will pay all the indemnities arising from such incidents without any extra cost to Administration and will not hold the DHS or SHA responsible or obligated. DHS and SHA may at its discretion and shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

ARBITRATION

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the Administration and the Empanelled Healthcare facility upon or relation to or in connection with or arising out of the Agreement, it shall be referred to for arbitration by the Lt. Governor, A & N Island who will give written award of his decision to the Parties. An arbitrator has to be appointed by the Administration. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be in chamber of Principal Secretary (Health) or at the office of Director of Health Services, A & N Administration. If any legal dispute it has to be settled in Port Blair jurisdiction only.

WAITING TIME

There shall be no waiting time for the beneficiary referred under the scheme. The hospital has to provide spot admission when the beneficiary report to the hospital with the valid referral letter issued by the DHS.

DEATH

In the event of death during treating in any empanelled hospital then the hospital will extend all the help to the patient party to transportation the body from their city to Port Blair.

The Director of Health Services, A&N Administration, Port Blair reserves the right to reject the application for empanelment submitted by any hospital without assigning any reason thereof.

-Sd-

(Dr. Omkar Singh)
Director of Health Services