



Rajasthan State Health Assurance Agency

Swasthya Bhawan, Tilak Marg, Jaipur

No.F1008 (146)/AB-MGRSBY/ RFP/2019-20/ 1536

Date: 04/11/2019

Pre-Bid Clarifications

Pre-proposal conference on the RFP of Ayushman Bharat Mahatma Gandhi Rajasthan Swasthya Bima Yojana was held on 31st October, 2019 on scheduled time 1100 hrs at Swasthya Bhawan, Jaipur. In the conference all four Public Sector Insurance Companies and private sector companies participated.

Pre- proposal clarifications for the queries received w.r.t the RFP are tabulated as below:-

| S. No. | Related Clause | Query Details | Clarification |
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| 1 | Clause 9 of Volume 1 : Performance Security and Bid Security | New India Assurance co. and United India Insurance co: Public Sector General Insurers are exempt from submission of Performance Security. Bajaj Allianz Co. Ltd. The RFP requires the Private Sector bidders to pay the Bid Security of Rs. 40 crores. It is stated that the same is as per the provisions of RTPP Act 2012 and Rule 2013. We wish to refer to another RFP no. C.Ag/CI/Premium Rates/2018-19 2684-2700 dt. 11/05/2018 issued by Department of Agriculture, Government of Rajasthan, which was also in compliance and under the | PSUs are exempted from submission of performance security but as per RTPP act and rules, 2013, under Section 75 (Performance security), performance security declaration shall be taken. The concern has been noted. Insurance co. to give a formal representation along with relevant documents in this regard. |



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| | | provisions of RTPP Act 2012 and the Rules of 2013 framed thereunder. The said RFP did not have any provision of Bid Security, and thus we request for the waiver of the Bid Security provision in the RFP as well. | |
| 2 | Volume 1 Format: Fin-1: Financial Bid | Star Health: Is GST applicable? | GST is not applicable on AB-MGRSBY. |
| 3 | Volume 2 Annex 1 of Ann.2.5 & Volume 3 Annex 1 of Schedule 5 Process for Disciplinary Proceedings and De- Empanelment Point 9 (c) Gradation of offences. | United India Insurance: Five categories of offences have been defined in the tender document. If in case any fraud apart from these 5 categories is committed, what would be the consequences? | These are broad categories. If any category is not included in this RSHAA will examine and take a call on case to case basis. If a significant malpractice is noticed another category may be defined as and when required. |
| 4 | Volume 2 Clause 12.1 Payment premium and guidelines of Ann. 2.6 (d) & Volume 3 Clause 10 of Schedule 8 | Bajaj Allianz: Will we get enrolment data to understand that family getting treatment is covered under specific families for which premium is received? | The number of beneficiary families will be made available to selected insurer through web portal, maintained by DoIT&C. No other separate beneficiary data will be provided. |
| 5 | Volume 2 | United India and New India: | There is no separate penalty on |



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| | Clause 14 (h) Volume 3 Clause 12 (f) | Penalty for auto pre-auth and cancellation of case automatically approved at pre-auth stage is too high and unprecedented. Request for reconsideration of the same. | auto approval however, if the claim becomes liable for rejection due to inadequacy of documents at pre_auth. stage, Insurer shall be charged the claim amount for such cases. |
| 6 | General | Other than above, bidders raised some queries regarding claim processing, pre_authorization, claim rejection, queries, claim submission, LAMA, Abscond, Death, Live Photos, etc. | All such queries shall be duly addressed in the " Claim Adjudication Guidelines " to be issued by RSHAA and to be updated time to time. |
| 7 | Volume 2 Clause 14 & Volume 3 Clause 12 | Pre authorisation of Procedures | RAL to be read as "pre-authorization request" and DAL to be read as "rejection of pre-authorization request" and AL to be read as "pre-authorization approved." |
| 8 | Volume 2 & 3 Term and Termination | United India and New India: Delay in premium payment. | No Change |
| 9 | Volume 3 Clause 7 (b) | New India: Would insurer be liable to pay claims to a suspended hospital until proven guilty? | As mentioned in the clause. |
| 10 | Volume 2 Annex 2.7 Point 1 (G) | United India and New India: Clarification is required on availability of MBBS doctor as the doctor should be required physically during each investigation or the doctor should be part of the team co-ordinating all the investigations activities from the office. | Yes. It is mandatory, as mentioned in the Annexure 2.7 |
| 11 | General | Bajaj Allianz: | Portal for claims settlement |



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| | | Portal for claims settlement would be developed and designed by RSHAA or by the insurer? | would be developed and designed by RSHAA. |
| 12 | Volume 2 Clause 12.1,2 | United India & New India: Refund would be annually or after end of contract period? What if ICR goes over & above 100%. | As the contract period is for 2 years (extendable to 1 year), however policy is renewed every year refund of premium, if applicable, and shall be done at the end of policy period. If claim ratio is above 100%, then all cost shall be borne by the insurer. |
| 13 | Volume 3 Clause 29 | New India and United India: Please explain the exit clause of insurance company since it is Virtually biased as insurance company is practically not able to exit the scheme before 1 year in case of SHA default payment of premium because of a window period of 180 days+60days+120business days as mentioned in the said clause. This is also violation of section 64 VB Of Insurance Act,1938 & this clause is contradictory to tender clause 40 (A) of Page 62 (Vol-III) which mentions that this insurance contract is shall be governed by and construed in accordance with the laws of the Republic of India. | No changes. |
| 14 | General (IT related) | New India: Will Insurer ensure that there is an online web portal for processing of all claims payments? | Insurer has no obligation for IT portal. |
| 15 | Data | Various bidders submitted there queries regarding database of existing scheme and sharing the same. | Data of : 1. Policy Year wise Premium paid and Claim submitted, Approved, and Paid (Year 2015 to 2019). 2. Quarter wise submitted claims |



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| | | | <p>(Year 2017-19).</p> <ol style="list-style-type: none">3. List of hospitals which were given show cause notices.4. Secondary vs Tertiary package utilization (Year 2017-19).5. Wallet utilization; secondary as well as tertiary.6. No. of benefeciray families in 9 backward districts (Banswara, Baran, Bundi, Chittirgarh, Dholpur, Dungarpur, Jaisalmer, Pratapgarh and Rajasamand).7. Amount range wise utilization of packages. <p>Is available on official websites www.rajswasthya.nic.in and www.health.rajasthan.gov.in/bsby</p> |
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(Naresh Kumar Thakraal)
CEO, SHAA