



AB-PMJAY/file-431(TSU)/2021-22/2332

**State Agency for Comprehensive Health and Integrated
Services (SACHIS)**

REQUEST FOR PROPOSAL (RFP)

for engagement of

TECHNICAL SUPPORT UNIT (TSU)

for

**AYUSHMAN BHARAT – PRADHAN MANTRI JAN AROGYA
YOJNA**

(AB-PMJAY) IN UTTAR PRADESH

RFP DOCUMENT

Date: 01/12/2021

**AB-PMJAY, SACHIS, 4th Floor,
Nav Chetna Kendra, 10- Ashok Marg,
Hazratganj, Lucknow- U.P-226001**

Disclaimer

The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Applicants, whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicants, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested Applicants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Glossary

AB-NHPM	Ayushman Bharat National Health protection mission
AB-PMJAY	Ayushman Bharat Pradhan Mantri Jan Arogya Yojana
CEO	Chief Executive Officer
CGHS	Central Government Health Scheme
CV	Curriculum vitae
EHCPs	Empaneled Health Care Providers
GOUP	Government of Uttar Pradesh
GST	Goods and Services Tax
GSTN	Goods and Services Tax Network
ISAs	Implementation Support Agencies
IT	Information Technology
LoA	Letter of Award
MMJAA	Mukhya Mantri Jan Arogya Abhiyan
NGOs	Non-Government Organizations
NHPS	National Health Protection Scheme
PAN	permanent account number
PDD	Proposal Due Date
PoA	Power of Attorney
QCBS	Quality Cum Cost Based selection
RFP	Request for Proposal
RSBY	RashtriyaSwasthyaBimaYojana
SACHIS	State Agency for Comprehensive Health and Integrated Services
SECC	Socio Economic cast Census
SLAs	Service Level Agreement
SOPs	Standard Operating Procedures
TAT	Turn around Time
TSU	Technical Support Unit

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1 INTRODUCTION

1.1 Background

1.1.1 Ayushman Bharat PM-JAY is the largest health assurance scheme in the world which aims at providing a health cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) that form the bottom 40% of the Indian population.

The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. PM-JAY was earlier known as the National Health Protection Scheme (NHPS) before being rechristened. It subsumed the then existing Rashtriya Swasthya Bima Yojana (RSBY) which had been launched in 2008. The coverage mentioned under PM-JAY, therefore, also includes families that were covered in RSBY but are not present in the SECC 2011 database. PM-JAY is fully funded by the Government and cost of implementation is shared between the Central and State Governments.

In Uttar Pradesh, Scheme was launched on Sep-2018 which covered about 1.18 crore poor and deprived families as per the SECC–2011 data, which contributes to more than 10 percent of the total beneficiary families covered under Ayushman Bharat nationally.

After launch of PMJAY in Uttar Pradesh, it was observed that there are several families that fall under the same deprivation criteria as determined for Socio-Economic Caste Census-2011 but are missing from the 2011 Census data. To include these eligible families, State government has launched a scheme - “MukhyaMantri Jan Arogya Abhiyan” in March 2019. The scheme was launched by Hon’ble Chief Minister, Shri Yogi Aditya Nath to cover 8.43 lac such families and are given all the benefits similar to that of Ayushman Bharat PMJAY. The Scheme is 100% funded by state government.

The State Agency for Comprehensive Health and Integrated Services (SACHIS) (“**Authority**”), has been constituted under the Department of Medical Health and Family Welfare, Government of Uttar Pradesh (“**GoUP**”) as the nodal agency for planning, execution and management of Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (“**AB-PMJAY**”) in the state. The GoUP understand the need for effective management of the scheme. In order to undertake transformative initiatives, the Authority is undertaking to establish a Technical Support Unit to assist in implementing the above scheme with following objective:

- a) Continuous monitoring and evaluation of Empaneled Health Care Providers (EHCP), Implementation Support Agency (ISA), District Implementation Unit (DIUs) and beneficiary level practices and compliance to defined SOPs and policies;
- b) Institute good practices that will help in implementing the scheme with minimal disruption and provide desired benefit;
- c) Preparation of periodic reports based on scheme data and implementation status.

1.2 Request for Proposal

- 1.2.1 The Authority is now inviting proposals (“**Proposal**”) from experienced, qualified and interested Firms for selection of a **Technical Consultant Unit** (the “**Consultant**”), who shall provide requisite technical and operational support to undertake the Scope of Services as given in Schedule 1. (“**Consultancy**”).
- 1.2.2 The Authority intends to select the **TSU** through an open competitive Selection Process in accordance with the procedure set out herein.

1.3 RFP Document

- 1.3.1 The RFP shall be available on the e-Tendering website (<https://etender.up.nic.in>) and may be downloaded by the interested Applicants. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the RFP Document.
- 1.3.2 The Applicant shall deposit (*on-line mode through RTGS¹*) the RFP Document Fee of Rs 5000.00 (Rupees Five Thousand only) + GST as applicable (non-refundable) in favor of “Uttar Pradesh Swasthya Bima Kalyan Samiti” payable at Lucknow. Any Proposal not accompanied with RFP Document Fee will be summarily rejected by the Authority as being non-responsive and the Proposal of such Applicant shall not be evaluated further.
- 1.3.3 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**RFP Document**”), and all Proposals shall be prepared and submitted in accordance with such terms on or before the dates specified in Clause 1.7 for submission of Proposal.

1.4 Validity of the Proposal

- 1.4.1 The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date.

1.5 Brief description of the Selection Process

- 1.5.1 The Authority has adopted a Quality Cum Cost Based selection process (QCBS) (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial proposals to be submitted on-line through the e-Tendering portal (<https://etender.up.nic.in>). In the first stage, a technical evaluation shall be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation shall be carried out based on the Monthly Retainership Fee as quoted by the Applicants as specified in Clause 3.3. Proposals shall finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for

negotiation, if necessary, while these second ranked Applicant will be kept in reserve.

1.6 Currency for evaluation and Payment

- 1.6.1 For the purposes of evaluation of Proposals of Applicants, only INR will be considered as the applicable currency. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

¹Account Name: Uttar Pradesh Swasthya Bima Kalyan Samiti Administrative Fund
Account No.: 00000037924587574;
Branch: Jawahar Bhawan, Lucknow;
Bank Name: State Bank of India;
IFS Code: SBIN0006144

1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Downloading of RFP Documents	01/12/2021 onwards https://etender.up.nic.in
Submission of queries/clarifications	Applicants shall have to post their queries on e-mail address uprsby@yahoo.co.in on or before 06/12/ 2021 up to 11.00 Hrs.
Name and Details of Authority	Chief Executive Officer, 4th Floor, Nav Chetna Kendra, 10- Ashok Marg, Hazratganj, Lucknow- U.P- 226001 Contact Person: Dr. B. K. Srivastava (9076900443) Web site: http://ayushmanup.in
Pre Bidding Meeting date	06/12/2021; 15:00 Hrs. IST
Proposal Due Date (PDD)	15/12/2021; 17.00 Hrs. IST
Opening of Technical Proposals	16/12/2021; 14.00 Hrs. at Meeting Hall, SACHIS Office. 4 th Floor, Nav Chetana Kendra, 10, Ashok Marg, Hazratganj, Lucknow: 226001
Opening of Financial Proposals	To be intimated later only to Short-listed Applicants
Letter of Award (LoA)	Within 7 days from opening of Financial Proposals
Signing of Agreement	Within 7 days from the Acceptance of LoA
Validity of Proposals	90 days of PDD

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 All bidders are required to submit their e-Bid in accordance with the terms set forth in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process or selection shall be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Technical Proposal shall be submitted in the format Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Selected Consultant shall be required to enter into an agreement with the Authority. The Agreement sets forth the detailed terms and conditions including the scope of the works of Consultancy services.

2.2 Scope of Work

- 2.2.1 As the chosen firm, the consultant will support the state in following activities in managing and monitoring the scheme for the state;

A. Provide support in implementation and monitoring of scheme.

- a) To Undertake review of existing SOPs/Guidelines/Operating manuals covering verification of beneficiaries, the Pre-Authorization and claims procedures.
- b) Provide recommendations for operating manual for consistency of operations and processes adopted by the selected ISAs, EHCPs and other stakeholders.
- c) Monitor and review impact of implementation and adaptation of IT system in the scheme as defined SOPs.
- d) Undertake Daily assessment on claims process management by ISAs on sample basis (not less 10% from each category of claims covering Pre-authorized/ authorization settlement /denial).
- e) Monitor TAT for Pre-authorized & authorization of claims, claims settlement and other aspect of claims process management as per the services agreement.
- f) Coordinate with medical team to review list of triggers and their impact on claim analysis process followed at SHA
- g) Review and perform data analytics in accordance with SAFU and NAFU provisions
- h) Assess the risk of control Established by ISAs in terms of process, IT, administration level to established compliance to SLA.
- i) Assess adequate measures are in place to mitigate any fraudulent practices across claim process management (beneficiaries, hospitals, ISA and other key stakeholders involved in the process) as per the standard processes laid out for fraud management.
- j) Monitor grievances and redressal Mechanism and established adequacy of

resolution system and efficiency of system.

- k) Prepare a list of possible fraudulent transactions, and coordinate with medical team to establish genuineness
- l) Perform sampled case analysis on non-triggered medical cases
- m) Submit weekly, fortnightly and Monthly of compliance findings.
- n) Prepare daily reports of status update of scheme performance
- o) Prepare ppts/ data and information review documents as and when required

B. Data analysis and performance management for PMJAY and MMJAA

- a) Conduct analysis of claims randomly selected at least 200 cases procedures every month to review the performance in accordance with all possible combinations of the following indicators (list not exhaustive)
 - 1. Claims approved/settled/submitted
 - 2. Pre-auths by value/by number/settled
 - 3. Identified potential fraudulent cases for review
 - 4. TAT at various levels (hospital, ISA and SACHIS)
 - 5. % of cases without relevant clinical history and documents.
 - 6. % of cases without mandatory/ supporting investigations.
 - 7. % of cases without relevant clinical history and mandatory/ supporting investigation picked are missed by ISAs.
 - 8. Specialty wise/ disease wise/ district wise/ Hospital wise claim cases approved/ denied.
- b) Perform detailed Data Analytics on process claims data to help obtain insight on treatment trends and pattern and identify the providers/ disorders commonly associated with over treatment and future trend in the state.
- c) Any other indicator possible to build from the available data sets.

C. Assist in overall project management and programme monitoring including policy inputs, broadly in terms of:

- a. Assist in contributing to and drafting all schemes, programmes, guidelines, that may originate in course of programme execution
- b. Attempt to find ideas and methods for convergence between other state social schemes and Ayushman Bharat
- c. Ideate and execute modes for IEC initiatives
- d. Help in drawing up plans for district outreach and district strengthening through organization of camps, drives and other associate activities
- e. Help in making talking points, speech, minutes of meeting and other associated reports

2.3 Team Structure

2.3.1 The Consultant shall provide the following Technical Experts (“**Technical Experts**”) to lead and undertake the tasks mentioned in this RFP.

S. No	Area of Consultancy	No of experts	Qualification Requirement	Years of Experience
1.	Domain Specialist (preference to Programme management/policy implementation for programmes under Healthcare)	01	MBBS/BHMS/BUMS/ BDS with Masters (MBA/Post Grad)	7+ years
2.	Data Aggregation, Monitoring and Evaluation (Assessment and Analytics (Preference to experience in health insurance/assurance)	02	<ul style="list-style-type: none"> • BTech/ B. Engg/ MBA/MTech/Masters in (Statistics/Demography /Equivalent): • Relevant experience of Gov sponsored Health Scheme like RSBY or AB-PMJAY: 4 marks • Relevant experience with Uttar Pradesh: 1 mark 	5-7 Years
3.	Domain Specialist with Health Insurance/Health Coverage	01	<ul style="list-style-type: none"> • Post-graduation/MBA 	7+ Years

2.3.2 The Authority expects the Technical Experts to be available during the entire Term of the Consultancy. The Authority shall not normally consider any request for substitution of Technical Experts as the ranking of the Applicant is based on the evaluation of Technical Experts and any change therein may upset the ranking. Substitution will, however, be permitted if the Technical Expert is not available for reasons of any incapacity or due to health or resignation from the Company, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.3.3 The Technical Experts be either permanent full-time employees of the Applicant or have a dedicated full-time contract to work on this Consultancy;

2.3.4 If any Technical Experts proposed is not a permanent employee of the Applicant, a certificate/undertaking from the Technical Expert along with his current employer must be furnished mentioning his/her availability for the Consultancy. In the absence of such certificate, his/ her CV will not be evaluated;

2.3.5 The Applicant is to ensure that the time allocated for the proposed Technical

Experts does not conflict with the time allocated or proposed for any other Consultancy;

- 2.3.6 The Technical Experts shall remain available for the period as indicated in the RFP;
- 2.3.7 No alternative proposal for any Technical Experts shall be made and only one CV for each position shall be furnished;
- 2.3.8 A CV shall be summarily rejected if the educational qualification and professional experience of the Technical Experts proposed does not match with the requirement of the RFP;
- 2.3.9 If an individual Technical Experts makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future Consultancy of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.4 Conditions of Eligibility

- 2.4.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.
- 2.4.2 An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin (“**Applicant**”). No Joint Venture or Consortium of Firms is allowed in response to this invitation.
- 2.4.3 An Applicant should have, during the last three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

Sr. No.	Minimum Qualification Criteria	Document
1	The Bidder should be – a) Operating in India for a minimum period of five (5) years in India prior to the date of submission of bid.	a) Copy of certificate of Incorporation b) Certificate by company secretary
2	The Bidder should have minimum Annual Turnover of Rs. 150 crores in each of the last three financial years (Financial years 2018-19, 2019-20 and 2020-21).	a) Certificate from the Bidder’s Statutory Auditor
3	The Applicant shall have, over the past 05 (Five) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments	Work Orders/ Agreements/Project Completion

Sr. No.	Minimum Qualification Criteria	Document
	with Central/State government, semi-government bodies, Multi-lateral organizations working for Government or Semi-government bodies in Public health. <i>Eligible Assignments: Project Management/TSU work for Healthcare Scheme, Health Insurance/Assurance advisory, Public Health etc.</i>	Certificate

2.5 Conflict of Interest

- 2.5.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Proposal Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.5.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interest paramount, avoid conflicts with other Consultancy or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any Consultancy that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the Consultancy in the best interests of the Authority.

- 2.5.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) the Applicant have common controlling shareholders or other ownership interest in the other Applicant;
 - b) a constituent of such Applicant is also a constituent of another Applicant; or
 - c) such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or
 - d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Applicant; or
 - f) there is a conflict among this and other consulting assignments of the Applicant (including its Technical Experts). While providing Consultancy Services to the Authority for this particular Consultancy, the Consultant shall not take up any Consultancy that by its nature will result in conflict with the present Consultancy.

2.5.4 An Applicant eventually appointed to provide Consultancy, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this Consultancy or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.6 Number of Proposals and Costs thereof

2.6.1 No Applicant shall submit more than one Proposal for the Consultancy. The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and participation in the Selection Process and visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Verification of Information

2.7.1 The applicants are expected to examine carefully the contents of all the documents provided. Failure of the proposals to comply with the requirements of RFP will be at the applicants' own risk and make the proposal non-responsive.

2.8 Acknowledgement by Applicant

2.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. Made a complete and careful examination of the RFP Document;
- b. Received all relevant information requested from the Authority;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.7above;
- d. Satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest;and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the

right to accept or reject any or all Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals here under.

- 2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Proposal if:
- a. At any time, a material misrepresentation is made or discovered, or
 - b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal;
 - c. If the proposed Technical Experts does not meet the required experience.
- 2.9.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- 2.9.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

B. DOCUMENTS

2.10 Contents of the RFP

- 2.10.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.10:

Request for Proposal	
1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraud and Corrupt practices
5	Miscellaneous
Schedules	
1	Terms of Reference
2	Form of Agreement
Appendices	
Appendix-I	Technical Proposal
<i>Form 1</i>	Letter of Proposal
<i>Form 2</i>	Particulars of the Applicant
<i>Form 3</i>	Statement of Legal Capacity
<i>Form 4</i>	Power of Attorney

<i>Form 5</i>	Financial Capacity of Applicant
<i>Form 6</i>	Details of Eligible Assignments of Applicant
<i>Form 7</i>	Particulars of Technical Experts
<i>Form 8</i>	Eligible Assignments of Technical Experts
<i>Form 9</i>	Curriculum Vitae (CV) of Technical Experts
Appendix-II	Financial Proposal
<i>Form 1</i>	Financial Proposal
<i>Form 1A</i>	Breakdown of Monthly Retainership Fee

2.11 Clarifications on RFP

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by sending emails before the date mentioned in the Schedule of Selection Process at Clause 1.7

2.11.2 The Authority shall endeavor to respond to the queries by the date mentioned at Clause 1.7. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.11.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any queries or to provide any clarification.

2.12 Amendment of RFP

2.12.1 At any time prior to the PDD, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum/ Amendment. All such amendments will be posted on the Official Website i.e. www.ayushmanup.in along with the revised RFP containing the amendments and will be binding on all Applicants.

2.12.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13 Language

2.13.1 The Proposal with all accompanying documents (“**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the prescribed forms provided in this RFP.

2.14 Format and signing of Proposal

2.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and complete in all respects and RFP processing Fee, Proposal Security and POA are received in hard copies. Incomplete and /or

conditional Proposals shall be liable to rejection.

- 2.14.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized signatory (the “**Authorized Signatory**”) as detailed below:
- a) by the Proprietor, in case of a proprietary firm; or
 - b) by a Partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly Authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal, provided, however, that such Power of Attorney would not be required if the Proposal is signed by a Partner or Director (on the Board of Directors) of the Applicant.

- 2.14.3 The Applicant shall submit the Technical Proposal and Financial Proposal online through e-procurement portal <https://etender.up.nic.in> comprising of the following documents along with supporting documents as appropriate.

2.15 Technical Proposal

- 2.15.1 Applicant shall submit the technical proposal strictly as per forms given in Appendix-I (“**Technical Proposal**”).
- 2.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- a) All forms are submitted in the prescribed formats and signed by the Authorised signatory;
 - b) CVs of all Technical Experts have been included;
 - c) The CVs have been recently signed and dated, by the respective Technical Experts and counter-signed by the Authorised Signatory;
 - d) The Proposal is responsive in terms of Clause 2.22;
 - e) Copies of Applicant’s duly audited balance sheet and profit and loss statement for preceding 3 years;
 - f) Certificate(s) from its Statutory Auditors/Chartered Accountants stating its total revenues from professional fees during each of the past 3 (three) financial years;
 - g) Copy of Proposal Security of Rupees One Lakh only (Rs. 1.0 Lakhs);
 - h) Copy of Proof of payment of Rs. 5,000 (Rupees Five Thousand only) + GST as applicable towards cost of RFP Document Fee.
- 2.15.3 The Applicant shall submit the following documents physically before PDD:
- a) Original Proposal Security of Rupees One Lakh only (Rs. 1.0 Lakhs) in

the form of Banker's Cheque or Demand Draft from a Scheduled or Nationalised Bank, in favor of "Uttar Pradesh Swasthya Bima Kalyan Samiti" payable at Lucknow.

The documents listed at Clause 2.15.3 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**RFP for Engagement of Technical Support Unit (TSU) for Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in Uttar Pradesh**" and shall clearly indicate the name and address of the Applicant and shall be addressed to the CEO mentioned at Clause 1.7.

- 2.15.4 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.15.5 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.15.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP Document. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.15.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Advisor, as the case maybe.

In such an event, the Authority shall forfeit and appropriate the Proposal Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.16 Financial Proposal

- 2.16.1 Applicants shall submit the Financial Proposal (strictly as per the format and instructions of e-procurement portal) in the Form-1 of Appendix-II (“**Financial Proposal**”) clearly indicating the monthly retainership fee (“**Retainership Fee**”) in both figures and words, in Indian Rupees, and signed by the Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- a. All the costs associated with the Consultancy shall be included in the Financial Proposal. These shall normally cover remuneration for all the Technical Experts, accommodation at work location, local conveyance, equipment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b. Applicable taxes associated with the Monthly Retainership Fee payable by the Authority should be shown separately and would be paid as per actuals. However, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - c. The break-up of Monthly Retainership Fee payable by the Authority shall be shown as per forms given in Appendix-II of this RFP. The breakup of remuneration, out of pocket expenses and other costs should match the total cost (Monthly Retainership Fee) of Financial Proposal.
 - d. Applicants submitting Financial Proposal in physical form will have their Proposal rejected.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before 1700 hrs on the Proposal Due Date specified at Clause 1.7 (“**PDD**”) in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.
- 2.17.2 The Proposal comprising of the document listed at Clause 2.15.2 of the RFP shall be submitted online through e-procurement portal on or before the PDD. Documents listed at Clause 2.15.3 of the RFP shall be physically submitted on or before the PDD, at the address provided in Clause 1.7 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 1.7.

2.17.3 The Authority shall not be responsible for any non-receipt/non submission of any Proposal owing to any technical issue at e-procurement portal. The Applicants are requested to make online submission well in advance.

2.18 Late Proposals

2.18.1 E Procurement portal <https://etender.up.nic.in> shall not allow submission of any proposal after the prescribed date and time. Physical receipt of documents listed at Clause 2.15.3 of the RFP after prescribed date and time shall not be considered and the proposal shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute or withdraw its Proposal after submission prior to the PDD. No Proposal can be modified, substituted or withdrawn by the Applicant on or after the PDD.

2.19.2 For modification of Proposal, Applicant has to detach its old Proposal from e-procurement portal and upload/resubmit digitally signed modified Proposal. For withdrawal of Proposal, Applicant has to click on withdrawal icon at e-procurement portal and can withdraw its e-Proposal. Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Proposal for any reason, Applicant cannot re-submit e- Proposal again.

2.19.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Submission of Proposals

2.20.1 Proposal must be submitted online only through e-procurement portal of the Authority <https://etender.up.nic.in> using the digital signature of Authorized Signatory of the Applicant on or before PDD.

2.20.2 The Applicant shall submit his Proposal online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

2.20.3 The documents listed at Clause 2.15.2 shall be prepared and scanned in different files (in PDF format) and uploaded during the on-line submission of Proposal.

2.21 Proposal Security

2.21.1 The Applicant shall furnish as part of its Proposal, a proposal security of Rupees One Lakh only (Rs. 1.0 Lakhs) in the form of a Banker's Cheque or Demand Draft issued by Nationalised Bank, or a Scheduled Bank in India, in favor of "Uttar Pradesh Swasthya Bima Kalyan Samiti" payable at Lucknow.

2.21.2 Any Proposal not accompanied by the Proposal Security shall be summarily rejected by the Authority as non-responsive.

2.21.3 Save and except as provided in Clauses 2.21.1 above, the Proposal Security

of unsuccessful Applicants will be returned by the Authority, as promptly as possible on acceptance of the Proposal of the Selected Applicant or when the Selection Process is cancelled by the Authority, and in any case within 90 (ninety) days from the PDD.

- 2.21.4 The Selected Applicant's Proposal Security shall be returned, upon the Consultant signing the Agreement. The Authority shall not be liable to pay any interest on the Proposal Security amount.
- 2.21.5 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Proposal Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant submits a non-responsive Proposal; Subject however that in the event of encashment of Proposal Security occurring due to operation of para 2.21.5 (a), the Damage so claimed by the Authority shall be restricted to 10% of the value of the Proposal Security.
 - b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - c) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.5;
 - d) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - e) In the case of Selected Applicant, if it fails within the specified time limit
 - i. To sign and return the duplicate copy of LoA or
 - ii. To sign the Agreement.

D. EVALUATION PROCESS

2.22 Online Opening of Proposals

- 2.22.1 Opening of Proposals will be done through online process.

2.23 Opening of Technical Proposals

- 2.23.1 The Authority shall open the Technical Proposals received online at the time, date and the places specified in Clause 1.7 and in the presence of the Applicants who choose to attend. Technical Proposal of only those Applicants shall be opened online whose documents listed at Clause 2.15.3 of the RFP have been physically received.

- 2.23.2 The Applicants names and the presence or absence of requisite Proposal Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.
- 2.23.3 The Proposal Evaluation Committee constituted by Government of Uttar Pradesh ("**Proposal Evaluation Committee**") will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section.
- 2.23.4 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.5 If an Applicant does not provide clarifications sought under Clause 2.23.4 within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.24 Tests of Responsiveness

- 2.24.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a. The Technical Proposal is received in the form specified at Appendix-I;
 - b. It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - c. Documents listed at Clause 2.15.3 are received physically by PDD;
 - d. It is accompanied by the Proposal Security as specified in Clause 2.21.1;
 - e. It contains all the information (complete in all respects) as requested in this RFP;
 - f. It does not contain any condition or qualification ;and
 - g. It is not non-responsive in terms hereof.
- 2.24.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.25 Confidentiality

- 2.25.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Consultant shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in

confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

E. APPOINTMENT OF CONSULTANT

2.26 Negotiations

2.26.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Technical Experts, understanding of the RFP, methodology and quality of the WorkPlan shall be discussed during negotiations. Technical Experts who are not satisfactory to the Authority shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.27 Indemnity

2.27.1 The Applicant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

2.28.1 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

2.29.1 After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Consultancy Agreement within the period prescribed in Clause 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of Consultancy

2.30.1 The Selected Applicant shall commence the Consultancy within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Applicant fails to sign the Agreement as specified in Clause 2.28 or commence the Consultancy as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated and the Proposal Security shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.5.

2.31 Proprietary Data

2.31.1 Subject to the provisions of Clause 2.25, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal shall be evaluated on the basis of Applicant's experience and the experience of Technical Experts. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).

3.1.2 The scoring criteria to be used for evaluation shall be as follows:

S. No.	Evaluation Criteria	Marks	Further Break-up
1)	Substantial experience of PMU with Central Government Health Sector with a minimum consultancy fee of Rs 1 cr per annum, in last 5 years	20 Marks	2.5 marks per project. (Max of 8 projects)
2)	PMU experience with Health Coverage schemes (Ayushman Bharat /RSBY /CGHS) with any Central / State Government	15 Marks	3 marks per project (Max of 5 projects)
3)	Experience of Monitoring and Evaluation / Fraud Audit of health scheme /Ayushman Bharat	9 Marks	3 marks per project (Max of 3 projects)
4)	Technical presentation by the firm highlighting understanding, approach and methodology, work plan and other aspects for the proposed project.	16 Marks	a) Project understanding proposed approach and methodology b) Proposed work plan and project management tools and capabilities c) Relevant work experience and operations strategy from other states
5)	Public Health/Medical Expert	10 Marks	<ul style="list-style-type: none"> Minimum Qualification criteria: MBBS/BHMS/BUMS/ BDS with Masters (MBA/Post Grad) and

			<p>Minimum 7 years experience: 5 Marks</p> <ul style="list-style-type: none"> • Additional Degree: +1 marks upto maximum limit of 2 marks. • Experience over and above as mentioned in minimum qualification criteria: +1 marks upto maximum limit of 3 marks.
6)	2 resources for Data Aggregation, Monitoring and Evaluation, Assessment and Analytics (Preference to experience in health insurance/assurance)	20 Marks	<ul style="list-style-type: none"> • Minimum Qualification: BTech/B.Engg/ MBA/MTech/ Masters in (Statistics/ Demography /Equivalent): 5 marks; or Masters degree other than mentioned above: 2 marks • Relevant experience of Gov sponsored Health Scheme like RSBY or AB-PMJAY: 4 marks • Relevant experience with Uttar Pradesh: 1 mark
7)	Domain Specialist with Health Insurance/Health Coverage	10 Marks	<ul style="list-style-type: none"> • Minimum Qualification: Post-graduation/MBA : 4 Marks • Minimum experience 7 years :4 marks • Health insurance /assurance experience preferred : 2 marks (in case of such experience)

Proposal of Applicants, which will qualify to be responsive as per the requirement of RFP as mentioned in RFP clause 2.24 "Tests of Responsiveness", will further be evaluated. Such Applicants shall be invited for technical presentation through email. On email ID, provided by applicant in form -2 **Particulars of the Applicant** of APPENDIX-I and list of such applicant will be made available on portal www.Ayushmanup.in.

Minimum qualification criteria and minimum experience for each Technical Expert as stated above are mandatory for qualifying else proposal of concerned applicant be rejected and not evaluated further. ”

Applicants are requested to provide the client certificates for the Eligible Assignments. Certificates must confirm the key attributes e.g. size, type, value, duration, scope of work and the Authority reserves the right to check the credentials of the project from the respective client. Inability to produce the certificates will result in lowering of the marks during technical evaluation.

3.2 Short-listing of Applicants

- 3.2.1 All the Applicants shall be ranked subject to the provision under Clause 3.1.1 for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 70 marks, even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2(two).

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal shall be assigned a financial score (S_F) as specified in Clause 3.3.3.
- 3.3.2 For financial evaluation, the Monthly Retainership Fee as indicated in the Financial Proposal, shall be considered.
- 3.3.3 The Authority shall determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the Monthly Retainership Fee payable. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) shall be given a financial score (S_F) of 100 points. The financial scores of other proposals shall be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

- 3.4.2 The Selected Applicants shall be the Applicant having the highest combined score. The

second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.30, as the case may be.

4 **Fraud and Corrupt Practices**

2.1 **General**

- 4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP Document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Advisor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Advisor, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as

provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Advisor/ adviser of the Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Schedules

3 SCHEDULE – 1

3.1 Term of Reference – Scope of Work

A. Provide support in implementation and monitoring of scheme.

- a) To Undertake review of existing SOPs/Guidelines/Operating manuals covering verification of beneficiaries, the Pre-Authorization and claims procedures.
- b) Provide recommendations for operating manual for consistency of operations and processes adopted by the selected ISAs, EHCPs and other stakeholders.
- c) Monitor ISAs in terms of Human Resource required to implement the scheme and as per the service agreement and the standard guidelines.
- d) Monitor implementation and adaptation of IT system in the scheme as defined SOPs.
- e) Undertake Daily assessment on claims process management by ISAs on sample basis (not less 10% from each category of claims covering Pre-authorized/ authorization settlement /denial).
- f) Monitor TAT for Pre-authorized & authorization of claims, claims settlement and other aspect of claims process management as per the services agreement.
- g) Undertaker audit as ISA project officers for this scheme on monthly and randomly to establish compliance to define SOPs and SLAs of the service agreement.
- h) Undertake random visits and Audit of ISA District level offices (minimum of two district level office every month).
- i) Undertake random visits and Audit of Healthcare provider as per the standard guidelines and develop reports minimum 10 EHCPs every month.
- j) Assess the risk of control Established by ISAs in terms of process , IT, administration level to established compliance to SLA.
- k) Assess adequate measures are in place to mitigate any fraudulent practices across claim process management (beneficiaries, hospitals, ISA and other key stakeholders involved in the process) as per the standard processes laid out for fraud management.
- l) Monitor grievances and redressal Mechanism and established adequacy of resolution system and efficiency of system.
- m) Review 50% claims projections by ISAs and analyzed from administrative region only
- n) Ensure that ISA and DIU submit information and update dashboard as per standard operating guidelines
- o) Submit weekly, fortnightly and Monthly of compliance findings

B. Technical Platform development and implementation support for the scheme.

- a) Implementation and adoption of the IT model provided by State and extended required support for customization of IT system as per the requirement of the state.
- b) Adapt previous experience for any additional module/ features as required for the rule out of AB-PMJAY in the scheme.
- c) Measure the fraud and risk management capabilities of the system and

suggest more logics to be placed for system validation based on practices from insurance industry.

- d) Recognize and implement the requirement of the dashboard and layer of reporting for efficient monitoring of AB-PMJAY in the state.
- e) Monitor implementation and adoption of IT system in the scheme as defined as rupees.

C. Data analysis and performance management dashboard plan platform

- a) Conduct analysis of claims randomly selected 200 cases (100 pre-authorization and 100 claims settled) procedures every month to review the performance with regards to the below agreed list of indicators.
- b) % of claims cases approved/denied out of total claims in the month
- c) % of cases cleared at first submission and % of cases cleared on subsequent submission (n, n1, n2 and soon)
- d) % of cases cleared with objections.
- e) Relevance and usefulness of objections
- f) TAT at various levels (hospital, ISA and SACHIS)
- g) Separate TAT for cases with and without objection at various level (Hospital, ISA and SACHIS)
- h) Separate TAT for auto approves and not auto approve cases.
- i) % distribution of TAT as per various time bands (separately for ISA and SACHIS)
- j) % of cases without relevant clinical history and documents.
- k) % of cases without mandatory/ supporting investigations.
- l) % of cases without relevant clinical history and mandatory/ supporting investigation picked are missed by ISAs.
- m) Segregate the problem (in proportions) at level of hospitals, ISAs and SACHIS.
- n) types, percentage distribution and applicability of the various technical non-technical and missed objections.
- o) Specialty wise/ disease wise/ district wise/ Hospital wise claim cases approved/ denied.
- p) Perform detailed Data Analytics on process claims data to help obtain insight on treatment trends and pattern and identify the providers/ disorders commonly associated with over treatment and future trend in the state.
- q) Any other indicator possible to build from the available data sets.

3.2 Term of the Consultancy and indicative deliverables

- 5.2.1 The engagement duration of selected consultancy agency will be for one year and subjected to extension by two more years as required and deemed fit by the SACHIS on renewal every year based on satisfactory performance.
- 5.2.2 A review of the performance of the TSU shall be carried out at the end of the first year and the second shall be further extendable by a period of 1 (One) years on satisfactory delivery of Consultancy on mutually agreed terms.

3.3 Payments Terms

- 5.3.1 Payment shall be paid on Monthly basis, the selected agency on submission of the invoice based on the man month rate after getting satisfaction report from SACHIS. The Agency need to submit the monthly progress report consisting detailed activities perform during the period and engagement

duration of resources. Cost pertaining to development of resources to provide the committed deliverables will be borne by the agency.

- 5.3.2 In case any resource is absent for duration of more than 5 continuous working days without any valid reason which is not accepted to SACHIS then the fees for the resource will be deducted for the absent days. Per day cost will be derived on pro-rata basis for the man month rate for the resources as per financial proposal. There will be no penalties in case of the consultant deploying replacement resource (temporary) for the absence period beyond 5 working days for any resource. Allowed paid leave for each position will be as per the leave policy of government of Uttar Pradesh.

5.4 Reporting

- 5.4.1 The Technical Experts shall work closely with the Authority. A Designated Officer of the Authority shall be responsible for the overall coordination. He will play a coordinating role in dissemination of TSU's outputs, facilitating discussions, and ensuring required reactions and responses to the Authority.

- 5.4.2 The TSU shall make presentations at various stages as informed by the Designated Officer/the Authority and other Stakeholders to incorporate various inputs. Regular communication with the Designated Officer/ the Authority is required in addition to all key communications.

5.5 Location of Consultancy

- 5.5.1 The Technical Experts shall be deployed full time at the office of the Authority and shall travel to such locations as and when required by the Authority.
- 5.5.2 Required Office infrastructure including internet connection, scanner, photocopier, printer, papers, office stationaries and other consumables shall be provided by the Authority as per the requirement, along with space for the Technical Experts with lights and office furniture like chairs, tables etc.at Authority cost.

Appendix:1

Form-1Letter of Proposal (On Applicant's letter head)

(Date and

Reference)

To

**CEO,
AB-PMJAY, SACHIS, 4th Floor,
Nav Chetna Kendra, 10- Ashok Marg,
Hazratganj, Lucknow- U.P- 226001**

Sub: Engagement of Technical Support Unit for Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), SACHIS-UP

Dear Sir,

With reference to your RFP dated....., We, having examined the RFP and understood the contents, hereby submit our Proposal for selection as Consultant for "for engagement of Technical Support Unit (TSU) for Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in Uttar Pradesh". The Proposal is unconditional and unqualified.

1. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
3. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
7. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy or which relates to a

- grave offence that outrages the moral sense of the community.
8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charged by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 9. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.
 10. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall We have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our Proposal is not opened or rejected.
 11. We agree to keep this Proposal valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
 12. In the event of our being selected as the Consultant, We agree to enter into an Agreement with the Authority.
 13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
 14. The Monthly Retainership Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP.
 15. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature Name:

Designation of the Authorised

Signatory Date:

Place:

APPENDIX-I
Form-2 Particulars of the Applicant

1.	Name of the Applicant	
2.	Registered address/ Corporate headquarters and its branch office(s), if any	
3.	Legal status	Company / Partnership/ LLP/ Proprietorship, etc <i>Please submit Documentary Proof</i>
4.	State the following: a. Country of incorporation: b. Year of Incorporation: c. Year of commencement of business: d. Principal place of business:	Please attach: <i>Copy of Certificate of Incorporation, Memorandum and Article of the association/ Copy of registered Partnership Deed/ Copy of sales tax/GST registration, EPF registration, Shops and Establishment Department registration certificate (as may be applicable)</i>
5.	Brief description of the Applicant including details of its main lines of business	
6.	Details of individual(s) who will serve as the point of contact/ communication for the Directorate	Name: Designation: Company: Address: Telephone Number: Mobile Number: E-Mail Address:
7.	Has the Applicant been barred by the Central/State Government, or any entity controlled by it, from participating in any Project/Assignment/Consultancy?	Yes/No
8.	If the answer to 7 is yes, does the bar subsist as on the Proposal Due Date?	Yes/No

9.	<p>Signature</p> <p>Name: Designation of the Authorised Signatory Date: Place:</p>
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APPENDIX-I
Form-3 Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
CEO,
AB-PMJAY, SACHIS, 4th Floor,
Nav Chetna Kendra, 10- Ashok Marg,
Hazratganj, Lucknow- U.P- 226001

Sub: Engagement of Technical Support Unit for Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), SACHIS-UP

Dear Sir,

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that.....(insert individual's name) will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

Signature Name:
**Designation of the Authorised
Signatory Date:
Place:**

APPENDIX-I
Form-4 Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **Engagement of Technical Support Unit for Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), SACHIS-UP ("Consultancy")** being implemented by the **State Agency for Comprehensive Health and Integrated Services** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Consultancy and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021.

For

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notorised

Accepte

d

.....
(Signature, name, designation and address of the Attorney)

Notes:

- a. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- b. *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on*

behalf of the Applicant.

**APPENDIX-I
Form-5 Financial Capacity of the Applicant**

All figures in Rs Crore

Financial Year	Annual Revenue

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory) Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

☐ *Please do not attach any printed Annual Financial Statement.*

Signature Name:
Designation of the Authorised Signatory
Date:
Place:

APPENDIX-I
Form-6 Details of Eligible Assignments of the Applicant

Assignment name	Approx. value of the Consultancy Fee (in current Rs):
Location within country:	Duration of Assignment (months):
Name of Client with Address	Total No of person months of the Assignment:
Start date (month/year):	Completion date (month/year):
Sub Advisors, Joint venture partner, if any:	No. of professional person months provided by the Joint venture partners/Sub-Advisors
Narrative description of Assignment	
Description of actual Consultancy provided in the Assignment	
Current Status of the Assignment	

Note:

- a. *The Applicant should provide details of only those Assignments that have been undertaken by it under its ownname;*
- b. *Use separate sheet for each Eligible Assignment;*
- c. *Submit the details of only 5 best Eligible Assignment for technical evaluation;*
- d. *Submit Relevant Certificate to support the claim;*

APPENDIX-I
Form-7 Particulars of Technical Experts

Sl.No	Technical Experts	Name	Educational Qualification	Length of Experience
1	Information technology / IT Enabled services Expert (Preference to expert in insurance)			
2	Expert on fraud control monitoring protocol (preferences to health insurance expertise)			
3	Data Analyst (with background in health insurance sector)			

Signature

Name:

Designation of the Authorised

Signatory Date:

Place:

APPENDIX-I
Form-8 Eligible Assignments of Technical Experts

Name of Technical Expert	
Designation of Technical Expert	
Name of the Project/Assignment:	
Particulars of the Project/Assignment	Name, Location, Type etc.
Name of Consulting Firm where employed:	
Description of Consultancy performed by the Technical Expert (including designation):	
Name of Client and Address:	
Name and telephone no. of client's representative:	
Estimated capital cost of the Project/Assignment (in Rscore):	
Start date of the Consultancy (month/ year):	
Finish date of the Consultancy (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and Name of Technical Expert)	

**APPENDIX-I
Form-9 Curriculum Vitae (CV) of Technical Expert**

S. No.	Item	Bidder's Response		
1.	Name of the Resource			
2.	Specify role to be played in the project			
3.	Name of Employer			
4.	Date of Birth			
5.	Number of years with the Current Employer			
6.	Total Experience (in Years)			
7.	Nationality			
8.	Countries of Work Experience			
Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. at least for last 5 years)				
S. No.	Name of Employer	From	To	Designation/Responsibilities
1				
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
S. No.	Degree	Year of Award of Degree	University	% of marks/ Specialization
1				
2				
Key Competencies:				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work: Year: Location: Client: Main Project Feature: Position Held: Activities Performed:				

Certification:

I am willing to work on the Consultancy and I will be available for entire duration of the Consultancy as required.

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Technical Expert]

Full name of Technical Expert: _____

Signature Name:

Designation of the Authorised

Signatory Date:

Place:

Appendix II
Form 1 Financial Proposal

Sub: Engagement of Technical Support Unit for Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), SACHIS-UP

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Monthly Retainership Fees for the Consultancy:

Monthly Retainership Fee	
In Figures	In Words

- 1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.*
- 2. GST payable shall be as per Applicable Rules over the Fee quoted*

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 90 days from the Proposal Due Date.

This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Yours faithfully,

Signature

Name:
Designation of the Authorised
Signatory Date:
Place:

Appendix
II
Form 1A Financial Proposal

Breakdown of Monthly Retainership Fees

Remuneration for Technical Experts		
<i>Sl.No</i>	<i>Technical Experts</i>	<i>Man-month Rate</i>
1	Information technology / IT Enabled services Expert (Preference to expert in insurance)	
2	Expert on fraud control monitoring protocol (preferences to health insurance expertise)	
3	Data Analyst (with background in health insurance sector)	
A	Total Man-month Rate	
Out of Pocket Expenses		
B	Monthly Out of Pocket expenses <i>Covers all costs pertaining to Overheads, Transportation and Logistics, Office operations, communication costs and allowances wherever applicable</i>	
5	Grand Total (A + B) exclusive of GST <i>Should match the amount as specified in Form 1</i>	