

State Health Authority (SHA)

REQUEST FOR PROPOSAL (RFP)

**“Selection of Project Management Consultant for SHA -
PM-JAY- State/UT”**

Volume-I

RFP No:

Date of Publishing:

Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the SHA (State Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The SHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The SHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The SHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the SHA is bound to select or appoint a Bidder, as the case may be, for the Project and the SHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

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

About this RFP

This RFP is meant to invite proposals from interested organizations capable of delivering ‘**scope of work**’ for “**Project Management Consultant for PM-JAY Project Management Unit**” provided in this RFP. The content of this RFP has been documented as a set of two (II) volumes explained below.

- **RFP Volume I: Scope of Work, Evaluation and Bidding Process:** Volume I of RFP provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that SHA deems necessary to share with the potential bidders.
- **RFP Volume II: Contractual and Legal Specifications:** Volume II of RFP provides the contractual and legal terms that SHA wishes to specify at this stage.

This is Volume I of the RFP

Abbreviations

AB PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
AITWA	All India Transporters Welfare Association
AL	Authorization Letter (from the ISA of PMU)
BFU	Beneficiary Family Unit
BoCW	Building and Other Construction Workers
CAPF	Central Armed Police Force
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
ESIC	Employees State Insurance Corporation
INR	Indian National Rupees
ISA	Implementation Support Agency
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
NOA	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SHA	State Health Authority
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

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1 Invitation to proposal

New Delhi

Date:

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2 Fact Sheet

S. No.	Reference	Description
1.	RFP number	S-12022/03/N/2020
2.	Name of purchaser	Chief Executive Officer, acting on behalf of the President of India
3.	Date of publishing of RFP	17/08/2020
4.	RFP Title	Hiring of Project Management Consultant for PM-JAY Project Management Unit
5.	Availability of RFP document	SHA has published RFP on- a) Central Public Procurement Portal (www.eprocure.gov.in)
6.	Method of selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"> • Pre-Qualification Evaluation, • Technical Evaluation, and • Commercial Evaluation The selection of the PMU shall be based on commercial cost of technically qualified bidders.
7.	Date till which the RFP response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Earnest Money Deposit and validity	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) as per the details specified in section 5.4 (Bid Security/ EMD) of this RFP. EMD must remain valid for at least 45 days beyond the final bid validity i.e. 180 + 45 days from the last date of bid submission.
9.	Pre-bid meeting	Date- 21/08/2020, 1500 hours onwards Venue- -----Address----- (Considering the current situation SHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website viz. (www.pmjay.gov.in))
10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 25/08/2020, up to 2359 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFP. The e-mail address for requesting clarification is: <ul style="list-style-type: none"> • bk.datta@nic.in e-mail must be marked to the above email id.

S. No.	Reference	Description
11.	Bid submission	The last date and time for submission of Proposal is 14/09/2020, on or before 1700 hours. The bidder's proposal needs to be submitted online at www.eprocure.gov.in on or before the last date and time of submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date- 15/09/2020 from 1700 hours onwards Mode- Electronically on CPPP.
15.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date- To be announced later. Mode- Electronically on CPPP.
16.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	Date- 5 days from opening of technical bids. (Considering the current situation SHA may decide to conduct the technical presentation through electronic mode, the details for the same shall be share with all the bidders qualified in pre-qualification stage)
17.	Date, Time and Venue for commercial bid opening (only of the bidders who have qualified in the technical evaluation stage)	Date- To be announced later. Mode- Electronically on CPPP.

3 About us

3.1 Ayushman Bharat PM-JAY

Ayushman Bharat, a flagship scheme of Government of India was launched as recommended by the National Health Policy 2017, to achieve the vision of Universal Health Coverage (UHC). This initiative has been designed so as to meet SDG and its underlining commitment, which is "leave no one behind".

Ayushman Bharat is an attempt to move from sectoral and segmented approach of health service delivery to a comprehensive need-based health care service. Ayushman Bharat aims to undertake path breaking interventions to holistically address health (covering prevention, promotion and ambulatory care), at primary, secondary and tertiary level. Ayushman Bharat adopts a continuum of care approach, comprising of two inter-related components, viz:

- Health and Wellness Centres (HWCs):** In February 2018, the Government of India announced the creation of 1,50,000 Health and Wellness Centres (HWCs) by transforming existing Sub Centres and Primary Health Centres. These centres would deliver Comprehensive Primary Health Care (CPHC) bringing healthcare closer to the homes of people covering both maternal and child health services and non-communicable diseases, including free essential drugs and diagnostic services. Health and Wellness Centers, are envisaged to deliver an expanded range of services to address the primary health care needs of the entire population in their area, expanding access, universality and equity close to the community. The emphasis of health promotion and prevention is designed to bring focus on keeping people healthy by engaging and empowering individuals and communities to choose healthy behaviors and make changes that reduce the risk of developing chronic diseases and morbidities.
- Pradhan Mantri Jan Arogya Yojana (PM-JAY):** The second component under Ayushman Bharat is PM-JAY, which aims at providing health benefit 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) on cashless family floater basis. There is no cap on the family size under the scheme. This scheme was launched on 23rd September 2018 by the Hon'ble Prime Minister Shri Narendra Modi on PAN India basis. PM-JAY has been rolled out for the bottom 40% of poor and vulnerable 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. The scheme subsumed then existing Rashtriya Swasthya Bima Yojana (RSBY), launched in 2008 and Senior Citizen Health Insurance Scheme, launched in 2017. Therefore, the coverage mentioned under PM-JAY also includes families that were covered in RSBY but were not present in the SECC 2011 database. PM-JAY is completely funded by the Government, and cost of implementation is shared between Central and State Governments.

Key features of PM-JAY

- World's largest health insurance/ assurance scheme fully financed by the government.

- Provides benefit cover of Rs. 5 lakhs per family per year, for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.
- Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
- Provides cashless and paperless access to health care services for the beneficiary at the point of service.
- Will help reduce catastrophic expenditure for hospitalizations, which pushes 6 crore people into poverty each year, and will help mitigate the financial risk arising out of catastrophic health episodes.
- No restrictions on family size, age or gender.
- All pre-existing conditions are covered from day one.
- Covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empaneled public or private hospital for cashless treatment.

3.2 About SHA

The PMJAY was launched by the Hon'ble Prime Minister on 23rd September 2018, to provide accessible, affordable, and quality health care to the 500 million beneficiaries, especially to the vulnerable groups. In order to facilitate the effective implementation of the scheme, National Health authority had issued the Operational Guideline in 2018 for the State Government to set up the State Health Agency (SHA). The guideline had also given flexibility to State Government to designate the implementation of AB-PMJAY functions under any existing agency/trust/society such as the state nodal agency for RSBY or a trust/society set up for a state insurance program. The State Governments have established the State Health Agency (SHA) to enable effective implementation and day to day operations of the scheme. Chief Executive Officer (CEO) appointed by the State Government, supported by a team of specialists (dealing with specific functions) handles the operational aspects of the implementation of the scheme. The success of AB-PMJAY hinges upon the efficient adoption and implementation by the State governments. Therefore, strong, and multi-disciplinary team at the States is required for the efficient implementation of the scheme.

4 Scope of Work

4.1 Project Background- PM-JAY

The Government of India is committed to ensuring highest possible level of health and wellbeing for all, through a preventive and promotive health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship.

To fulfil this vision, the Government of India conceptualized 'Ayushman Bharat' (Healthy India), a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based health care service. Ayushman Bharat adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a AB-PMJAY to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. The AB-PM-JAY is one significant step towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3).

The selected agency is expected to provide HR resources to execute the operational activities of PM-JAY scheme implementation as well as any other convergence scheme. The HR will be involved in day to day to functional activities of various verticals of scheme implementation and help the state to achieve the desired results.

The Scope of work of the consultancy includes, but not limited to the activities, mentioned below:

4.2 Detailed scope of work

4.2.1 Preparatory work including:

- a) Prepare information and prepare implementation plan for the implementation of AB PM-JAY services/ state initiatives for the better coverage in the state. For this activity, SHA will share details of requisite background information and broader intent of this schemes.
- b) Prepare State-specific outreach – including high-level vision and intent of the AB PM-JAY, articulating value proposition to States through this project and benefits of implementing a structured Centre-State collaborative approach for health insurance
- c) Shortlist initiatives under ABPM-JAY for priority implementation through subsequent phases of this assignment. The Agency envisages initiatives to b/e shortlisted and selected in a manner such that its implementation could be realized in a time-bound manner (as given in the TOR). This activity would include assistance in following activities:
 - Formulating and finalizing short listing initiative criteria/framework for States: this may include factors such as current context of government health insurance in the State; achievements and issues, potential aspirations for transforming the sector, political and bureaucratic buy-ins on this initiative etc.
 - Researching and analyzing sector related information from States as per the evaluation requirements;
 - Recommending composition of the evaluation committee for short listing;
 - Facilitating presentations, meetings and/ or briefing notes by SHA, if required, to States;

- d) Support SHA on implementation models– articulating roles and responsibilities of SHA, governance structure, funding mechanism, review mechanism, working model, success and key outcome parameters in line with States’ aspirations for transforming the sector etc.

4.2.2 Development of comprehensive and detailed roadmaps for the next phase:

- a) Analyse the current situation of the State's health care and insurance system;
- b) Support in the roll out of the PMJAY and other state-initiated scheme inclusive but not limited to following areas;
- Hospital Empanelment
 - Package module with flexibility to States
 - Grievance Redressal for beneficiaries & hospitals
 - Payment system through PFMS
 - Claims management
 - Audit & fraud detection
 - Protocols for portability of entitlement across States & transfer of payments across States
- c) Understand and analyse previous / current initiatives undertaken by the State for health sector or insurance improvement – objectives, results, scale, efficacy, etc.
- d) Understand roadblocks / key challenges faced by various stakeholders and scheme verticals
- e) Benchmark health insurance sector improvement initiatives/ programmes in India as well as internationally and derive key learnings
- f) On the basis of the inputs above, provide functional inputs for developing a tailored transformation roadmap for electronic primary health records geared towards improving health insurance targeting and sector outcomes, including:
- Identification of key initiatives required for an integrated health insurance system.
 - Such initiatives may include *inter-alia* policy interventions, specific projects,
 - initiatives targeted towards re-engineering government business processes etc.
 - Goals and objectives for each initiative
 - Clear and specific rationale for including them – and why they will work
 - Inter-dependencies amongst initiatives – to drive sequencing and roll-out
- g) STG or standards of care feasibility into AB-PM-JAY in coordination with NHA
- h) Provide functional inputs on developing high level implementation plan, including:
- Timelines for each initiative
 - Sequencing/prioritization
 - Key milestones and leading indicators of success
 - Resource requirements for each initiative
 - Financials required
 - Key capability gaps; need for external partners / third party service providers/ recruitment/training etc.
 - Support required from other State Government departments/ central government
- i) Develop risk mitigation plan, including Potential risks and their intensity and possible resolutions
- j) resolutions
- k) Prepare a communication plan
- Stakeholders and communication objectives
 - Modes and frequency of communication

- Feedback mechanisms
- l) Making implementation activity plan, presentations, preparing reports/notes for facilitating review and approval of the roadmap / implementation plan of distinct modules with relevant stakeholders: e.g., CEO, Principal Secretary and others of line departments, etc.

4.2.3 Implementation support–

- a) Gear and support the States and SHA up for implementation in accordance with the terms of the ABPM-JAY scheme:
 - Establish State-level teams to lead implementation and track progress
 - Provide implementation support to the State for various initiatives
 - Assist state teams with rigorous implementation processes and tools/templates Support roll-out of pilots (as required) and nation-wide scaling up of programmes
 - Assist in the tendering process, development of vendor procurement documents, running the procurement process, vendor selection and on-boarding, and vendor management / reviews – as required
 - Facilitate communication and coordination between the concerned departments; expedite decision-making and action
 - Manage communication with key internal stakeholders at all levels—State headquarters, districts, and blocks—as well as external stakeholders (press, partners, etc.)
- b) Track, monitor and course correct on an ongoing basis
 - Assist and guide the state teams to rigorously track, monitor and course-correct as well as iterate on the plan, as required, on the basis of results and learnings
 - Conduct field visits to form an ongoing independent point of view on the quality of execution and outcomes
 - Assist state teams in presenting updates to the Agency and other key stakeholders
- c) Where needed, facilitate third-party assessment of the overall efficacy of the transformation programme
 - Assist in the tendering process for on-boarding third-party assessment providers for PM-JAY initiatives
 - Help design the contours of the third-party assessment – including the scope, approach/ methodology and deliverables/ timelines
- d) Support State/ Central events, relevant to the ABPM-JAY scheme
- e) Knowledge transfer and capability building
 - Create best practice docket on "large-scale transformation in public healthcare insurance" that can be disseminated to states
 - Build capabilities of SHA to support state-level transformations, by providing tools and templates and conducting workshops with key stakeholders
 - Build capabilities of the State health departments to evolve and sustain the transformation programmes. Institutionalize robust impact measurement tools and processes
 - Provide recommendations to SHA on policy, organization design, funding models, and specific thematic areas that Government of India should emphasize across states.

4.3 Meetings

1. Further, the Selected Applicant may be required to attend meetings and

conferences with other Govt. agencies/ State Governments or as directed by the Agency from time to time.

2. The expenses towards attending such meetings or at any other place during the period of Consultancy, excluding travel costs and lodging cost shall be included in the cost of the services.
3. The Agency may, in its discretion, require the Selected Applicant to participate in extended meetings and/or work from the offices of the Agency and the Selected

4.4 Deployment of Human Resources

1. Agency to propose resources to be deployed on the project along with the CV format as prescribed in Annexure-3 section 9.3.7 at the time of on-boarding. Once the resources are approved by SHA then only the same shall be deployed on the project.
2. All resources deployed by the agency should be on payroll of the agency at the time of deployment.
3. Different profiles need to be proposed against different roles.
4. All resources proposed by the bidder must be deployed on the project as and when required by the Agency.
5. SHA does not encourage replacement of resources unless it has been explicitly asked for by SHA. If however, due to some pressing needs, the agency proposes a replacement of resource, the proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
6. SHA shall reserve the right to interview resources proposed by the Bidder.
7. The resources proposed shall necessarily be Indian citizens.
8. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
9. Bidders should note that, during any subsequent stages of this procurement, SHA may ask for background check and/or security verification (Police verification) of resources proposed by the Bidder and Bidder needs to comply with the same. This is necessary considering the criticality of the Project.

The agency shall deploy team consisting of minimum of following members for the project within fifteen (15) days of date of Signing of Agreement / receiving of LOI. Failure to deploy the resources shall invite penalty of 1% (of Total contract value) for each week of delay.

The below table specify only the **minimum number of resources**:-

S. No.	Profile (change the name as per requirement)	Responsibility	No. of Resources (add as per the requirement)
1	BIS Approver	<ul style="list-style-type: none"> ● Review the e-card request based on the SECC or state data in case of convergence. ● Review the e-card request of addition or deletion of family members on entitled family database. ● Timely Approval or rejection of e-cards 	

		<ul style="list-style-type: none"> • Validation of NAFU/SAFU triggers through desk audit, deactivation of incorrect cards. • Supporting NAFU/SAFU team in taking penal actions. 	
2	BIS Audit	<ul style="list-style-type: none"> • Validation of NAFU triggers through desk audit, deactivation of incorrect cards, taking penal action, reporting to NAFU • Supporting NAFU/SAFU team in taking penal actions. 	
3	Claims Adjudicator (Pre-auth Processing Doctor)	<ul style="list-style-type: none"> • Approval/Assign/Reject a pre-authorization (non-auto-approval packages) • Raise queries/ revert back to hospital with request for clarification and/or additional inputs, • Verification of information like supportive documents, reports etc for approval of pre-authorization. • Verification of technical (medical/clinical) information like diagnosis, reports, clinical note and evidence etc for approval of claims 	
4	Claims Adjudicator (Claim Executive)	<ul style="list-style-type: none"> • List information like supportive documents, reports etc for approval of pre-authorization • List document and forward it to CPD • List missing document and inform to CPD. 	
5	Claims Adjudicator (Claims Processing Doctor)	<ul style="list-style-type: none"> • Raise queries/ revert back to hospital with request for clarification and/or additional inputs on submitted claims • Verification of information like supportive documents, reports etc for approval of pre-authorization. • Verification of technical (medical/clinical) information like diagnosis, reports, clinical note and evidence etc for approval of claims. • Inform NAFU/SAFU on triggered cases for investigation. • Analysis of claims basis of triggers • Support NAFU/SAFU team 	
6	Claims Audit (Desk)	<ul style="list-style-type: none"> • Develop and implement mechanisms for preventing and detecting all kinds of fraud under PMJAY including but not limited to beneficiary fraud, empanelment related fraud and claims related fraud • Develop customised fraud triggers and facilitate fraud analysis and coordinate with NHA for embedding the same in IT system Monitor utilization for any aberrant trends and conduct fraud analysis , to identify suspect cases and outlier entities through various checks and dashboards prepared by NHA • Handle all fraud related complaints that the NHA/State may receive directly as per anti- 	

		<p>fraud guidelines and grievance redressal guidelines of PM-JAY.</p> <ul style="list-style-type: none"> • Undertake beneficiary, medical and mortality audit as required • Prepare investigation reports and other legal documentation that can stand legal scrutiny. • Supporting SHA for taking penal and legal action against hospital • Support SHA in legal matters, arbitrations, litigation and mediations 	
7	Medical Audit (Field)	<ul style="list-style-type: none"> • Develop and implement mechanisms for preventing and detecting all kinds of fraud under PMJAY including but not limited to beneficiary fraud, empanelment related fraud and claims related fraud • Develop customised fraud triggers and facilitate fraud analysis and coordinate with NHA for embedding the same in IT system Monitor utilization for any aberrant trends and conduct fraud analysis , to identify suspect cases and outlier entities through various checks and dashboards prepared by NHA • Gather local intelligence to identify organised rackets/fraud rings • Handle all fraud related complaints that the NHA/State may receive directly as per anti-fraud guidelines and grievance redressal guidelines of PM-JAY. • Undertake beneficiary, medical and mortality audit as required • Prepare investigation reports and other legal documentation that can stand legal scrutiny. • Supporting SHA for taking penal and legal action against hospital • Support SHA in legal matters, arbitrations, litigation and mediations • Design and implement strategies for beneficiary awareness on possible episodes of fraud under the PMJAY 	
8	Vigilance	To conduct beneficiary audit , detect legitimacy of claimed procedure ,field investigation hospital, infrastructure audit collect necessary documents to investigate the case further , Gathering local intelligence/inputs	
9	Legal	Support in legal documentation, filing complaints, legal drafting of a case liaising with law enforcement agencies and related actions like litigation. Contract management etc	
10	Finance & Accounts	<ul style="list-style-type: none"> • Ensure timely processing of claims under ACO bucket and Claims payment to hospitals. 	

		<ul style="list-style-type: none"> • Randomised selection and review of claims approved by ISA/IC based on the pre-fixed package rate list. Periodical reporting of the findings to CEO, SHA. • Overseeing the funds' management under SHA and monitoring overall financial management including assessing and timely communication of requirement of funds Grant-in-Aid to NHA and state government, release of funds as per NHA Guidelines(providing requisite documents like UCs and bank statements), making and tracking expenditure as per GFR, reporting, timely and accurate preparation of utilization certificates, bank reconciliations, field review visits etc. • Submit annual financial statements to NHA • Statutory Audit including AG & CAG arrangements for State; monitoring, review, analysis, compliance of Audit and GOI observations and timely submission of Audit Reports to NHA • Capacity building of the finance staff of state and implementation of PFMS in state 	
11	Grievance Management	<ul style="list-style-type: none"> • Help in setting up State and District level Grievance Redressal Committees (SGRC and DGRC) and oversee functions of SGRC. • Assess various systems of grievance redressal management (GRM) and use the learning to implement GRM mechanism in the state • Help form systems and frameworks for grievance redressal – preferably an IT system; follow central guideline while developing these frameworks and systems • Popularize call-center and website details for logging grievances • Managing complaint and grievances in timely manner • Responsible for organizing meetings of State Grievance Redressal Committees • Help state carry out grievance process audit in a timely manner • Manages communication campaigns to make beneficiaries aware of contours of the scheme and also their rights 	
12	Hospital Management	Management of empanelled hospitals to perform activities based on the guidelines issued by NHA on empanelment of hospital, de-empanelment and accreditation of hospitals. Human resources deployed by Insurer/ISA under claims audit and	

		SAFU may help the hospital management team if needed, however, SHA should have dedicated personnel for this activity.	
13	IT Support and MIS	Handling of data warehouse, operational applications, on-site support and MIS. Personnel involved should be well verse with the BIS & TMS of AB PM-JAY and one officer from the team should dedicatedly manage the beneficiary data and ensure smooth beneficiary identification process	
14	IEC	To handle AB PM-JAY IEC activities. Personnel involved under IEC shall be responsible for developing strategies and plan for IEC/BCC activities keeping in view the evidence (data) based rationale, state specific demand, background, co-branding etc	
15	Capacity Development	Capacity development activities including development of training material and imparting training to various stakeholders in compliance with NHA/SHA guidelines. Liaise with IEC on development of communications materials and adhere to content creation processes to ensure program updates and activities are covered on training manuals and media reports	
16	Administration	Administrative wing to support day to day office activities and help in management of both human & material resources. The officer of administrative wing may not be involved in the direct scheme implementation activities but their role is important on smooth functioning of SHA.	
17	Scheme Operations & policy activities	support CEO-SHA on day to day operational aspect of scheme implementation and assist SHA in convergence of state schemes, if any, with AB PM-JAY to ensure uniformity of processes and benefits. Assist leadership in preparing UHC pathway, conduct professional research, analysis of current programs and policies that target the health insurance or financing in public health and recommend best practices to improvise the scheme implementation.	
18	Monitoring and Evaluation	Monitoring, review of implementation of the scheme, fraud analytics organising review meeting, field review of processes etc. continuous assessment of ongoing activities as well as examination of effectiveness of the scheme.	
19	District Coordinator	<ul style="list-style-type: none"> • Coordination with all district level officials and other stakeholders to ensure scheme implementation. • Ensuring compliance with the guidelines on beneficiary identification, utilization of services, awareness generation, expansion of hospital 	

		<p>network, monitoring, audit, training, reporting, MIS etc.</p> <ul style="list-style-type: none"> • Organize routine, periodical and surveillance visits to all the entities participating in the scheme to ensure that all processes are running as per defined standards • Help in setting up of District Grievance Redressal Committee (DGRC) as per AB PM-JAY guidelines. • Help to formulate a plan to make all the stakeholders aware of their rights and duties under AB PM-JAY, to implement this plan, to help stakeholders perform under full information, to prevent the grievances from arising. • Managing complaints and grievances in timely manner • Manages communication campaigns to make beneficiaries aware of contours of the scheme and also their rights • Responsible for organizing regular meetings of DGRC 	
20	District Medical Officer (PMJAY)	<ul style="list-style-type: none"> • Looking at suspect cases for his respective district as highlighted in various dashboards • Responsible for conducting timely medical audit for fraud control and submitting factual reports in timely manner. • Collecting local intelligence related to fraud and escalation in timely manner • Implement criteria for empanelment of hospitals in various categories • Manage the empanelment and de-empanelment process of hospitals • Enquire complaints related to hospital and recommend disciplinary action to the Chief Executive Officer • Discuss with hospitals and persuade observing of the key indicators related to public safety and quality • Compile and analyse reported data to highlight trends in public safety & quality • To line up effectively with the ISA (if any) • Help state carry out grievance process audit in a timely manner 	
21	District Vigilance and Investigation Officer	<ul style="list-style-type: none"> • Looking at suspect cases for his respective district as highlighted in various dashboards • To carry out field investigation of assigned cases within timeline, collecting documentary evidence. • Responsible for submitting factual reports in timely manner. 	

		<ul style="list-style-type: none"> • To collect market intelligence reports discretely and act upon them. • To handle complaints related to fraud • To carry out any other assigned tasks relating to anti-fraud management. 	
22	District PM-JAY Counselling Centre (PCC)	<ul style="list-style-type: none"> • Be a repository for all the information related to PM-JAY hospitals in the district • Facilitate patient moving between hospitals within the district • In case patient needs to visit outside district then facilitate that with support of NPCC • To guide patients for upward referral if the treatment is not available in HWCs. • To guide patients for portability cases outside the district in case of requirement • To guide patients for downward referral after their treatment 	

5 Instructions to Bidders

5.1 Objectives of this RFP

The State Health Authority (hereinafter to be referred as SHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') which meets the evaluation criteria and can deliver the scope specified in this RFP.

5.2 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SHA.
5. SHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of SHA.
6. This RFP document is non-transferable
7. The RFP should not be used to market the bidder's product or services.

5.3 Availability of RFP Document

SHA has published the RFP on -

- a) Central Public Procurement Portal (www.eprocure.gov.in)

5.4 Bid Security/EMD

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of ₹ (2-5% of expected project cost) as bid security fee in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or an irrevocable and unconditional **bank guarantee** issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure II (Pre-Qualification Proposal Format).
2. Bids submitted without the EMD, or without adequate EMD or conditional EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.
4. EMD must remain valid for at least 45 days beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the SHA on the EMD.
5. The EMD is required to protect SHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause 11 below.

6. EMDs of all unsuccessful Bidders will be returned, without interest within 30 days from the award of contract.
7. The EMD of the successful Bidders will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure V (Format for Performance Bank Guarantee)) by the successful Bidder.
8. In case the EMD is not received within the stipulated deadline (provided in section 2 (Fact Sheet)) then SHA reserves the right to forthwith and summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
9. Submission of EMD is applicable to all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.
10. The EMD may be forfeited-
 - a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity or its extended period, if any.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

5.5 Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal and in providing any additional information required by SHA to facilitate the evaluation process.
2. SHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit SHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of SHA and may be returned completely at its sole discretion.

5.6 Consortium and Sub-Contracting

Bidding as a consortium is **not allowed** for implementation of any component under the scope of this project. Sub-contracting for any part is also not allowed.

5.7 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence –

- a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

5.8 Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

The power of attorneys/board resolution of the Bidder must be submitted along with the pre-qualification proposal.

5.9 Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

5.10 Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must-
 - a) Include all documentation specified in this RFP;
 - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c) Comply with all requirements as set out in this RFP.

5.11 Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in section 2 (Fact Sheet). The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. SHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. SHA reserves the right to modify and

amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

2. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. SHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. SHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of SHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12 Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 (Bid Submission Format) for the format for Proposal Submission.

5.13 Amendment of the RFP

At any time prior to the deadline for submission of the proposals, SHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on CPPP. Such amendments shall be binding on the Bidders. Bidders are requested to regularly visit CPPP and check for themselves regarding any addendum/corrigendum issued to the RFP. SHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the CPPP for RFP related updates/information.

5.14 Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. SHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests. The validity of the EMDs as requested in Section 5.4 (Bid Security/ EMD) should also be suitably extended if called upon to do so by SHA.

5.15 Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of SHA and will not be returned after opening of the bid proposals. SHA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. SHA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.16 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period and lesser EMD validity period;
8. The information submitted in the technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The commercial proposal is enclosed within the technical proposal or other Proposal or vice-versa;

5.17 Confidentiality

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

5.18 Fraud and Corrupt Practices

1. The Bidders 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, the SHA shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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, SHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
2. Without prejudice to the rights of SHA under clause above and the rights and remedies which the SHA may have under the Agreement, if a Bidder is found by SHA 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 Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by SHA during a period of 3 years from the date such Bidder is found by SHA 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.
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 SHA 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 SHA 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of SHA 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 SHA 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 the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

5.19 Right to Terminate the Process

1. SHA may terminate the RFP process at any time and without assigning any reason. SHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by SHA. The bidder's participation in this process may result in short listing the bidders.

5.20 Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the SHA for, inter alia, the time, cost and effort of the SHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the SHA hereunder or otherwise.
2. SHA requires that bidders provides professional, objective, and impartial services and at all times hold the SHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment 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 assignment in the best interests of the SHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or
 - d) 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 Bidder; or
 - e) There is a conflict among this and other assignments of the
 - f) Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the SHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - g) A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project 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 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the SHA in continuation of this project or to any subsequent services performed for the SHA where the conflict of interest situation does not arise.
5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the SHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the

receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The SHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

5.21 SHA's right to accept or reject any or all proposals

SHA reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

6 Bidding Process

6.1 Pre-Bid Queries

Any clarification (pre-bid query) regarding the RFP can be submitted to SHA as per the submission mode and timelines mentioned in section 2 (Fact Sheet) of the RFP. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by SHA. Further, SHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2 Pre-Bid Meeting

SHA will organize a pre-bid meeting with the prospective bidders as per details provided in section 2 (Fact Sheet) and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to SHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to -----email ID-----
4. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

6.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. SHA will endeavor to provide timely response to all the queries. However, SHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, SHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by SHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, SHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

6.4 Bid submission format

1. A three staged bid system will be followed for this RFP with least cost system selection criteria. The three bids to be submitted by bidders on CPPP are –
 - a) Pre-Qualification Bid and
 - b) Technical Bid and
 - c) Commercial Bid
2. The bid response of the Bidder to be submitted and uploaded on CPPP against this RFP.
3. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
4. This RFP process will be administered through the CPP portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>) . For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.
5. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted in four covers on CPPP as mentioned below-

S. No.	Bid covers	Bid submission
1.	EMD (Fee)	Scan copy to be uploaded on CPPP and original to be submitted to SHA.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP
4.	Commercial bid	To be uploaded on CPPP

7. The contents of the bids should be as under-

S. No.	Document Name	Contents
1.	EMD	a) Scan copy of EMD (Original EMD to be submitted in a sealed cover at SHA office).
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per section 7.2.1 (Pre-Qualification Criteria) along with the specified documents/Forms at Annexure II (Pre-Qualification Proposal Format). b) Checklist of all documents submitted

S. No.	Document Name	Contents
		<p>c) Scan copy of signed pre-contract Integrity Pact as per Annexure VI (Pre-contract Integrity Pact)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at SHA office).</p> <p>d) Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids)</p>
3.	Technical bid	<p>a) Technical Proposal as per section 7.2.2 (Technical Evaluation Criteria) along with the required supporting documents/forms specified at Annexure III (Technical Proposal Format).</p> <p>b) Checklist of all documents submitted</p>
4.	Commercial bid	<p>a) Commercial Proposal as per the required supporting documents/forms specified at Annexure IV (Commercial Proposal Format).</p> <p>b) Check list of all documents submitted</p>

Table 1: Bid submission documents

8. The response to pre-qualification bid, technical bid and commercial bid (as mentioned in the previous paragraph) should be uploaded in separate folders on the CPPP.
9. As part of the bid, bidder should provide one (1) copy of the Pre-qualification bid, and the Technical bid in soft copy (both bids in MS word format and pdf format). In case of any discrepancy, the pdf version shall prevail over the MS word version (The soft copies- MS word to be uploaded in *.rar extension files on CPP portal)
10. Please note that prices must not be indicated in the pre-qualification bid and technical bid and must only be indicated in the commercial bid. In case any bidder submits prices or any other commercial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by SHA.
11. The pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of SHA.
12. Original EMD and signed integrity pact is required to be submitted manually at SHA's office in a sealed cover and a scan copy of EMD and signed integrity pact needs to be uploaded on CPPP by the bidders. While submitting the original EMD and Integrity pact, the EMD and integrity pact should be placed in a sealed cover and the envelope be super scribed as "EARNEST MONEY DEPOSIT (EMD) and Integrity pact FOR RFP # <.....>, DATED <....>"- along with bidders name mentioned on the cover. Original EMD and signed integrity pact must be submitted on or before the last date of submission at the following address-

-----Address-----

13. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
14. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
15. Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

6.5 Selection of Bidders

6.5.1 Opening of Proposals

The Proposals will be opened by SHA, on CPPP, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the proposal.

There will be four bid-opening events

1. EMD cover opening
2. Pre-Qualification Proposal opening
3. Technical Proposal opening
4. Commercial Proposal opening

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clear the Pre-qualification stage and the Commercial proposals of only those bidders who qualify the technical evaluation shall be opened.

6.5.2 Preliminary Examination of Proposals

SHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the SHA and shall not be included for further consideration.

Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. Lesser validity period than that prescribed in this RFP

6.5.3 Clarification on Proposals

During the RFP evaluation, SHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

7 Evaluation Process and Criteria

7.1 Evaluation Process

After the due date of bid submission, SHA shall open each of the bid proposals of bidders on CPPP in the presence of bidder's representatives present and attending. For the purpose of bid opening and proposal evaluation SHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

7.1.1 Stage 1: Pre-Qualification

1. SHA shall first open "Pre-Qualification Proposal" on CPPP in the presence of the bidder's representatives present and attending. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification conditions mentioned in Section 7.2.1 (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents

7.1.2 Stage 2: Technical Evaluation

1. "Technical Proposal" will be opened on CPPP only for bidders who succeed in Stage 1, in the presence of the bidder's representatives present and attending.
2. SHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at SHA's discretion.
3. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2 (Technical Evaluation Criteria).

7.1.3 Stage 3: Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure IV (Commercial Proposal Format)).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the SHA.
6. If there is a discrepancy between words and figures, the amount in words will prevail.

7.2 Evaluation Criteria

SHA shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of SHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with SHA. SHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, SHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the SHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. SHA reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.

It is again specified that bidding as consortium and sub-contracting any part of scope or otherwise is not permitted as part of this project/procurement.

The evaluation criteria is as follows-

7.2.1 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the criteria specified in this section. Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid. Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Net worth (Consolidated)	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves), as per the latest annual audited financial statement report
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #5 in the below table), as per the annual audited report
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.
Key Managerial Personnel	As defined in Indian Companies Act 2013

S.N o.	Eligibility Criteria	Document Proof
Registered legal entity		
1	<p>The Bidder should be –</p> <p>a. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013</p> <p>b. Registered with the GST Authorities</p> <p>c. Company should have a valid PAN number</p>	<p>a. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association.</p> <p>b. Copy of GST Registration certificate issued by GSTN authorities</p> <p>c. Copy of PAN Card</p>
Duration of operations		
2	<p>The Bidder should have been in delivering consulting/advisory services for a period of at least 3 years (i.e. for FY 2017-18, FY 2018-19, FY 2019-20) in India prior to the date of submission of bid.</p>	<p>Certificate by company secretary of the bidder.</p>
Financial Stability		
3	<p>The Bidder should have a consolidated minimum positive net worth, in the last 3 FY's FY 2017-18, FY 2018-19, FY 2019-20.</p>	<p>Statutory auditor certificate of Bidder specifying the net worth for the specified year (as per the definition of net-worth specified in the RFP).</p>
4	<p>The Bidder should be a profitable organization (i.e. Profit After Tax (PAT) > 0), in the last 3 FY's FY 2017-18, FY 2018-19, FY 2019-20</p>	<p>Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided.</p>
5	<p>The Bidder should have average annual turnover of ₹ 10 crores in delivering consulting/advisory services in the last three financial years (Financial years FY 2017-18, FY 2018-19, FY 2019-20)</p>	<p>Statutory auditor's certificate of the Bidder clearly specifying the turnover from the stated criteria ONLY for the specified years.</p>
Manpower Strength and Capability		
6	<p>The Bidder must have strength of at least 200 consultants/professionals on its payroll as on 31-March-2020.</p>	<p>Certification from HR/CEO along with Annual Financial Statement of 31st March 2020.</p>
Litigations		
7	<p>The Bidder should not be involved in any major litigation such as fraud, FEMA</p>	<p>Certificate from the authorized signatory as per the format specified at sub-</p>

S.N o.	Eligibility Criteria	Document Proof
	violations that may have an impact of affecting or compromising the delivery of services as required under this contract	section 9.2.4 (Form PQ4: Details of Litigation) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Conflict of Interest		
8	As on date of submission of the proposal, the Bidder should not be involved in any conflict of interest situation.	Undertaking by the authorized signatory as per the format specified at sub-section 9.2.6 (Form PQ6: Format- Undertaking (no conflict of interest)) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Blacklisting or Banned		
9	As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Certificate from the authorized signatory as per the format mentioned at sub-section 9.2.7 (Form PQ7: Format- self declaration for non-black listing) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Debarment		
10	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the RFP.	Certificate from the Key Managerial Personnel as per the format mentioned at sub-section 9.2.8 (Form PQ8: Format- self declaration for non-debarment) of Annexure II (Pre-Qualification Proposal Format) of this RFP.

7.2.2 Technical Evaluation Criteria

This section provides details on the technical evaluation criteria. While the Bidder will be evaluated on the technical evaluation criteria mentioned below, all the documents/forms specified in Annexure III (Technical Proposal Format) are also required to be mandatorily submitted and non-submission may lead to rejection of the Proposal.

Note-

1. The overall technical cut-off will be 70%.
2. To qualify in the technical evaluation stage, it is mandatory for the bidders to qualify in each of the sections and sub-sections. It is clarified explicitly that if any bidder fails in any one sub-section, but overall scores equal to or more than 70% score then the bidder will be disqualified.

3. The bidders who qualify the minimum technical cut-off i.e. 70 % overall and in each sub-section of technical evaluation- shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.
4. The following sections explain how the bidders will be evaluated on each of the evaluation criteria
The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following sub-sections.

S No.	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
1	Bidder's Relevant Experience	30	>=21
2	Proposed resources and team skill ratio	50	>=35
3	Approach and Methodology (Write-up and Presentation to SHA)	20	>=14
Total		100	>=70

7.2.2.1.1 Bidders Relevant Experience

This section provides for the first sub-criterion i.e. bidders experience of the overall technical evaluation criteria-

1. The citations should be for projects which have been declared go-live or completed projects. The go-live shall mean go-live of the entire project and not a go-live of a particular phase of the project.
2. All the projects cited should be in the name of the Bidder as the case may be and not in name of any parent, subsidiary or affiliate entity.
3. The following is evaluation criteria for Bidder's experience-

Total Marks – 30	
Minimum qualifying marks- 21	
Criteria Details	<p>1. The Bidder should have experience of implementation support / management support / technical support to any health programme in India in last five financial years (Financial years 2014-15, 2015- 16,2016-17, 2017-18 and 2018-19)</p> <p>Marks distribution as per the number of project citations:</p> <ol style="list-style-type: none"> a) Two projects with work order value of >=5 crores - 30 Marks (divided in equal marks for each citation) Or /and b) Three projects with work order value of 3<=5 crores - 30 Marks (divided in equal marks for each citation) Or /and c) Five projects with work order value of 1<=3 crores - 30 Marks (divided in equal marks for each citation)
Documents required	<p>a) Citation as per sub-section 9.3.2 (Form Tech 2: Bidders experience format) of Annexure III (Technical Proposal Format) and;</p> <p>AND</p>

Total Marks – 30	
Minimum qualifying marks- 21	
	<p>b) Copy of work order/client certificate/contract copy/ client project completion certificate specifying the project details and value. In case of an on-going project phased completion certificate (provided by client) should be submitted.</p> <p>AND</p> <p>c) In case of an on-going project phased completion certificate (provided by client) should be submitted</p> <p>AND</p> <p>d) A certificate from the Key Managerial Personnel of the bidder stating the criteria and the project value.</p> <p>Note- SHA reserves the right to conduct a client confirmation on the citation submitted by the bidder. The bidder is required to specify client's contact details in the format (section 9.3.2 (Form Tech2: Bidder's Experience Format), annexure-III (Technical Proposal Format))</p>

7.2.2.1.2 Proposed Resources

- For a project of such a scale and complexity, it is imperative that the bidder should deploy best in class professionals to ensure successful execution of this project. The technical expertise should come from the IT System Integrator.
- All proposed resources should be Indian citizens. SHA may at any point in time during the course of the project ask for a proof of the same.
- The bidder will, in its bid, include the names and detailed Curriculum Vitae (CV) of their key resources (as specified in the table below) in the CV format as given in section 9.3.7 of Annexure III of this volume of the RFP.

Resources (with marks) table to be added

S. No.	Profile (change the name as per requirement)	Qualification (please add as per the requirement and local availability) given here are indicative	Years of Experience	Score (maximum)
1	BIS Approver	Graduate with computer efficiency		
2	BIS Audit	Graduate with computer efficiency		
3	Claims Adjudicator (Pre-auth Processing Doctor)	Minimum MBBS		
4	Claims Adjudicator (Claim Executive)	Science graduate		
5	Claims Adjudicator (Claims Processing Doctor)	Minimum MBBS		
6	Claims Audit	Minimum MBBS		
7	Medical Audit	Medical Graduate		

8	Vigilance	Medical graduate	5 years experience in claims investigation and audit	
9	Legal	LLB	Experience	
10	Finance & Accounts	MBA finance/M.com	With 5 years of experience in accounting	
11	Grievance Management	Minimum PG	Experience in grievance management	
12	Hospital Management	PG in health or hospital management	Experience in hospital and empanelment	
13	IT Support and MIS	B.tech/B.E/MCA in the field of IT/computer	Experience in insurance, health IT will be preferred	
14	IEC	PG	Experience in IEC/Mass campaign	
15	Capacity Development	PG	Experience in training and capacity	
16	Administration	PG -HR/		
17	Scheme Operations & policy activities	PG (health/Insurance/hospital preferred)	8 years of experience in state or national level	
18	Monitoring and Evaluation	PG (health/Insurance/hospital preferred)	5+ years of experience in M&E field	
19	District Coordinator	PG (health/Insurance/hospital preferred)	Experience in insurance/health/hospital will be preferred	
20	District Medical Officer (PMJAY)	Minimum MBBS		
21	District Vigilance and Investigation Officer	Medical graduate	Experience in Investigation and claim management	
22	District PM-JAY Counselling Centre (PCC)	Science graduate	Experience in public handling will be experience	

SHA evaluation committee may decide the scoring pattern as per the experience and qualifications.

7.2.2.1.3 Approach and Methodology and Bidders Presentation

1. Bidders are required to submit a write-up of the proposed Approach and Methodology as per the requirements specified in the scope of work.
2. In addition to the technical bid documents, bidder will need to prepare a technical presentation covering all aspects. The focus of the presentation should be to showcase understanding of the requirements, scope of work, approach and methodology proposed inclusive of implementation and technical support for the project. The technical presentation is not to be submitted along with the technical bid, bidder's will be notified separately for technical presentation (refer section 2 (Fact Sheet)).

7.2.3 Commercial evaluation criteria

1. The bidders are required to quote the total cost of project (as anticipated by the bidder) as per the table indicated in Annexure IV. The evaluation shall be done on the basis of total cost submitted by the bidder (₹ 'X').
2. In case only one bidder qualifies after the technical evaluation, SHA will have right to select the single qualified bidder or cancel the RFP.
3. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-IV).
4. Commercial evaluation shall be conducted on the basis of the total price rate quoted by the respective bidders and basis that bidders will be placed at L1 (i.e. at lowest cost), L2 and so on.

8 Award of Contract and Payment Terms

8.1.1 Award Criteria

SHA will award the Contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined L1 as per the process outlined in this RFP (in section 7 of this RFP). Initially contract will be for the period of 3 (three) years with possibility of extension for another year based on performance and requirement of SHA. Any extension beyond initial duration (i.e. 3 years) is at sole discretion of SHA.

8.1.2 Letter of Award

1. Prior to the expiration of the bid validity period, SHA will notify the successful bidder in writing or by fax or email through a letter of award.
2. The letter of award shall constitute the formation of the contract.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, SHA, may like to request the bidders to extend the validity period of the bid.
4. The letter of award will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

8.1.3 Performance Guarantee

1. The SHA will require the selected bidder to provide at its own cost and an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 10% of the total cost of every work order issued to the concerned selected bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP.
2. The performance guarantee to be submitted by the selected bidder within 5 days of receipt of work orders for the purpose of calculation of total cost and performance guarantee value.
3. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the successful bidder. The bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, SHA at its discretion may cancel the order placed on the selected bidder and may also invoke the bid security without giving any notice. SHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure V (Format for Performance Bank Guarantee) of this RFP.

8.1.4 Contract Signing

1. Within 5 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of award in accordance with the terms of this RFP.
2. Within 12 days of the notification of award/ within 7 days of acceptance of LOA, the successful bidder shall execute the Services Agreement/contract and the Non-disclosure agreement (NDA).
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the SHA in its sole discretion), the SHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 7 days from the date of signing the contract between the Purchaser and the bidder.

8.1.5 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event SHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the SHA shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

8.1.6 Payment Terms

1. The payments for the resources deployed at SHA, as per work order, would be made to the agency on the basis of against the roles deployed on the project and as per work order of SHA for deployment of resources. No extra payment will be considered by SHA.
2. The payment shall be done based on man-months served. Man-month would be defined based on the number of effective working days in the month in line with SHA office working days. In case resources are deployed for a period which is less than a whole number (ex. 0.5 or 2.5) then the man-month rate shall be pro-rated (as per discovered/matched rates) to that effect for calculation of payments.
3. The payment shall be done on a monthly basis upon submission of invoice by the agency to SHA.
4. GST shall be paid (as per applicable rate) to the agency by SHA on their invoices however all other taxes, cess, levies, duties and any other incidental direct/indirect costs shall be borne by the agency.
5. SHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
6. Advance payments will not be made.
7. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
8. Agency will execute the work as per RFP.
9. Payments as stipulated above shall be subject to meeting the service levels by the agency as provided herein and appropriations to the amount being paid shall be done (if

applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments.

10. Out of Pocket expenditure (OPE) for outstation or local travel would be reimbursed by SHA at actual, subject to a capping of 15% of the yearly fee. Any outstation or local travel must be pre-approved by SHA for being considered for payments as OPEs.
11. The payment for the profiles Associates 1 and Associate 2 shall be made to the bidder as per the requirement of SHA on man-month rate and It will be based on the lowest man month rate discovered for a profile compared to all 12 given profile as per the submitted financial bid.

8.1.7 Service Levels

#	Parameter	Description	Penalty
1.	Substitution of resources whose CVs were provided before acceptance of work order	No substitution of those resources will be allowed whose CVs to have been provided for the work order to SHA	Penalty of ₹50,000/- per substitution of resources of those who's CVs have been provided.
2.	Any further replacement of resources during the duration of the project	Resources initially deployed are not to be replaced during the tenure of the Project. In case resources are replaced, penalties will apply. In case of resignation, bidder to inform SHA at least 1(one) month before his/her release and deploy resource with similar profile.	Resource replaced before completion of work - ₹25,000/- penalty per resource replacement
3.	Resource replacement due to performance	If any resource is not performing as per business expectation to SHA, the same needs to be replaced immediately (within 2 weeks) at the request of SHA	If any delay is caused, then a penalty of ₹5000 per day per resource would be applied.
4.	Resource replacement due to resignation	If any resource resigns or take leave (of >=15 days) from the project, then the same needs to be replaced with a similar resource, of same qualification and experience, by the agency (within 2 weeks) to ensure business continuity.	If any delay is caused beyond 15 days, then a penalty of ₹5000 per day per resource would be applied.

8.1.8 Penalties

The following are the penalties pertaining to project delivery:

1. In case of unjustified and unacceptable delay in execution of the assigned work by the agency, SHA may impose a penalty of Rs. 50,000 (assigned work order) value per week or part thereof of delay (subject to the maximum limit of 10% of the work order value) to recover such penalty.
2. The penalties and delay would be linked to deliverables. All factors including delay beyond the control of agency should be factored by the organization while taking the work order. Risks and its dependency on deliverables should be highlighted before taking the work, which may be considered on a case to case basis.
3. In case the delay is unusually very long (as specified in the work order) and not acceptable to SHA then SHA will have an option to cancel the work order and award the work order to any other empaneled agency without any compensation to the agency which delayed the completion of the assigned work. In such a scenario SHA shall encash the PBG of such empaneled agency for that work order.
4. In case any of the services performed by the appointed Agency fail to conform to the specifications of the assigned work order or in the event of failure of the work order due to indifferent (such as inadequate interactions with SHA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency, then SHA may decide to abort the contract because of such failure and shall encash the PBG for that work order.
5. Limitation of Liability (LoL): The aggregate liability of the agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or willful misconduct in performance of the services hereunder.

Annexures

9 Annexures

9.1 Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following format-

Sheet 1: Bidder's Information

Information Sought	Bidders details
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested/Format for pre-bid query submission

#	Volume (I/II)	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder

- a) Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.
- b) Section No. – Example– '8' and not 'Section 8'
- c) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–

1. The queries are to be submitted in the format provided above only and as per schedule ([refer section2 \(fact sheet\)](#)) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the SHA shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to SHA.

9.2 Annexure II: Pre-Qualification Proposal Format

9.2.1 Form PQ1: Pre-qualification bid submission letter

<No.....>
Date>

<Location,

To

-----Address-----

Subject: Submission of the Pre-Qualification bid for RFP for <.....>

Dear Sir,

We, the undersigned, offer to provide the consultancy services with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	

Table 2: Profile of Bidder Format

9.2.3 Form PQ3: PQ Checklist

Bidders are required to submit their compliances to the pre-qualification criteria for Bidder, along with documents required, as stated in [section 5.2.1 \(Pre-Qualification Criteria\)](#) of this RFP as below-

9.2.4 Form PQ4: Details of litigation

The certificate below is to be provided by the Bidder-

Certificate for Pending Litigation on Fraud cases, FEMA Violations

We confirm that our organization < insert name of organization> as on date of submission of the proposal for RFP # <.....> Dated <.....> for Selection of Program Management Consultant for Selection of Project Management Consultant for SHA -PM-JAY- State/UT has not been involved in any litigation which may include but not be limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

9.2.5 Form PQ5: Format for Bank Guarantee Earnest Money Deposit

Bidders are required to submit bid security/EMD as mentioned in [section 5.4 \(Bid Security/ EMD\)](#) of this RFP in the below format-

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank

Guarantee No.....

Date.....

To

-----Address-----

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by State Health Authority (SHA), the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
4. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2019.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....

.....

(Name)

(Name)

.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

9.2.6 Form PQ6: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of SHA regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the bidders taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

9.2.7 Form PQ7: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

9.2.8 Form PQ8: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not convicted of an offence under-

- a) the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

9.3 Annexure III: Technical proposal format

9.3.1 Form Tech 1: Technical bid covering letter

<No.....>

<Location,

Date>

To

-----Address-----

Subject: Submission of the Technical bid for RFP for <.....>

Dear Sir/Madam,

We, the undersigned, offer to provide services as per RFP for <.....> with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our technical bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.3.2 Form Tech 2: Bidders experience format

1. In this section the Bidder should provide their experience/citation
2. The bidder is required to submit the required references for each of the competencies as detailed in sub Section 7.2.2 of the RFP. Citations to be submitted by each Bidder.
3. For each of the citations the bidder shall provide details of a single point of contact (at client side) in their proposals.
4. The Bidder should submit credentials that best illustrate ability to provide the services required as per the technical evaluation criteria. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

#	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Bidder's SPOC at client location (Name and Contact details)	
5.	Client Contact Details (<i>Contact Name, Address, Telephone Number</i>)	
6.	Country (where the project was executed)	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10	Go-Live Date / Completion Date (month/year)	
11	Documentary evidence as required	
12	Narrative description of the project	
13	Details of work that defines the scope relevant to the requirement	

9.3.3 Form Tech4: No Deviation certificate

A certificate in the below format to be provided **by the Bidder-**

<To be printed on Company letterhead>

This is to certify that our offer is exactly in consonance with your RFP no. _____ dated _____ issued by State Health Authority and subsequent amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the HR requirements and scope of work, legal or commercial aspects as specified in the RFP in either direct or indirect form.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

9.3.4 Form Tech5: Total Responsibility

A certificate in the below format to be provided by the **Bidder -**

<To be printed on Company letterhead>

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP <Insert RFP #, Dated____> issued by Health Authority for the duration of the contract mentioned in RFP.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

9.3.5 Form Tech6: CV Format

<Profile>

1. Name					
2. Position					
3. Date of Birth					
4. Education	S. No.	Degree Obtained	Institution	Dates	
5. Certification					
6. Employment Record	From	To	Company	Position Held	
7. Brief Profile					
8. Countries of Work Experience					
9. Languages	S. No.	Languages	Speak	Read	Write
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned					
Name of assignment or project:					
Year:					
Location:					
Client:					
Employer:					
Main project features:					
Positions held:					
Activities performed:					
10. Certification					
I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.					
Date: <...> 2020					
Signature of staff member					

9.4 Annexure IV: Commercial proposal format

9.4.1 Form Commercial1: Covering letter

<No.....>

<Location,

Date>

To

-----Address-----

Subject: Submission of the commercial bid for RFP for <.....>

Dear Sir/Madam,

Dear Sir,

We, the undersigned, offer to provide services with reference to your Request for Proposal bearing number <insert RFP no.> dated <insert date> and our Proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies except GST.

1. PRICE AND VALIDITY

- a) The price quoted in our bid is in accordance with the terms as specified in the RFP documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFP document.
- b) We hereby confirm that our prices include all taxes and levies (if any) except GST
- c) We understand that the actual payment would be made as per the existing GST rates during the time of payment.
- d) All prices quoted are in ₹ (Indian rupees)

2. UNIT RATES

We have indicated in the relevant forms the unit rates.

3. BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

4. BID PRICE

We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 8 (Award of Contract) of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

We agree to abide by all the terms and conditions of all the volumes of this RFP document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.4.2 Form Commercial2: Commercial bid format

Bidders are required to provide the commercial quotes as envisaged by them as per below-

1. The rates quoted must be inclusive of the following:
 - a) Cost for all the activities/scope of work as mentioned in the RFP document and
 - b) No extra item will be considered for payment.
 - c) Cost of material, Human Resources, transportation, equipment's, tools etc.
 - d) Any other cost direct or hidden, not mentioned above.
 - e) All taxes and levies etc. applicable during currency of contract excluding GST.

Rates entered into commercial rate page and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.

The bidders are required to quote rates as per the below table-

#	Profile	(A) No. of minimum HR required	(B) Man- month rate in Rs.	(C) Durati on (month s)	(D) Total Cost in Rs. (D)=(A*B*C)	Total Cost (in words)
1	BIS Approver			36		
2	BIS Audit			36		
3	Claims Adjudicator (Pre- auth Processing Doctor)			36		
4	Claims Adjudicator (Claim Executive)			36		
5	Claims Adjudicator (Claims Processing Doctor)			36		
6	Claims Audit			36		
7	Medical Audit			36		
8	Vigilance			36		
9	Legal			36		
10	Finance & Accounts			36		
11	Grievance Management			36		
12	Hospital Management			36		
13	IT Support and MIS			36		
14	IEC			36		
15	Capacity Development			36		
16	Administration			36		
17	Scheme Operations & policy activities			36		
18	Monitoring and Evaluation			36		

19	District Coordinator			36		
20	District Medical Officer (PMJAY)			36		
21	District Vigilance and Investigation Officer			36		
22	District PM-JAY Counselling Centre (PCC)			36		

*Commercial evaluation shall be done on the basis of Total cost/Grand total Sum of total cost of the above table.

9.5 Annexure V: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....
 Date.....

To

-----Address-----

Dear Sir,

1. In consideration of the **Government of State/UTs name**, on behalf of **the CEO, SHA** on behalf of the **SHA**, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the bidder, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the bidder merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said bidder (s) of any of the terms or conditions contained in the said Agreement or by reason of the bidder (s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the SHA and the bidder or any dispute pending before
3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the SHA discharges this guarantee.
4. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the bidder. The SHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might

have against the bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the SHA and the bidder or any other course or remedy or security available to the SHA. The Bank shall not be released of its obligations under these presents by any exercise by the SHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the SHA or any other indulgences shown by the SHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

- 5. The Bank also agrees that the SHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the bidder and notwithstanding any security or other guarantee the SHA may have in relation to the bidder's liabilities.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.
- 7. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2019 at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

