

**TERMS OF REFERENCE
FOR APPOINTING A MANPOWER AGENCY FOR THE UNIVERSAL HEALTH INSURANCE
SCHEME IN MEGHALAYA**

1. BACKGROUND

1.1 About the Universal Health Insurance Scheme

The “Rashtriya Swasthaya Bima Yojana” (the **RSBY**), a Government of India scheme commenced in 2008, provides health insurance cover to the extent of Rs. 30,000 on floater basis to households of workers in the unorganized sector, including: below poverty line persons, MNREGA workers, domestic workers, beedi wokers, building and construction workers and street vendors. The insurance cover is provided on a cashless basis through an established network of health care providers.

The RSBY was introduced in 5 out of the erstwhile 7 districts in the State of Meghalaya in 2009 and a contract was awarded to an insurer for a period of three years subject to annual renewal.

The Government of Meghalaya has now decided to implement a universal health insurance scheme in the State of Meghalaya, utilizing the existing RSBY framework to provide health insurance to allpersons that are resident in the State of Meghalaya, including existing categories of RSBY beneficiaries (the Scheme).

The Scheme will be implemented by an insurance company along with empanelled public or private heath care providers (that may be located within or outside the State of Meghalaya), to provide the beneficiaries with cashless access to health care services. It will come into effect from [insert date].

The objectives of the Scheme are to:

- (a) Create a sustainable and practical health insurance scheme for the residents of the State of Meghalaya;
- (b) Enhance the implementation, administration, enrolment and utilization of the RSBY;
- (c) Provide adequate cover after considering the incidence rate of regional diseases; and
- (d) Increase the availability of affordable and high care services in the State of Meghalaya.

1.2 Role of UHIS State Agency

The State Government intends to establish a trust that will function as an autonomous state level agency for the implementation and monitoring of the Scheme (the UHIS State Agency). The UHIS State Agency shall have the following key responsibilities:

- (a) Design, implement and manage the UHIS within the State of Meghalaya;
- (b) Advertise/tender for selection of Insurance Company and enrolment data collection agency;
- (c) Prepare UHIS data in the prescribed format and coordinate with the Ministry of labour and Employment (**MoLE**), Government of India (**GoI**);
- (d) Prepare contract document (s) to be signed with the selected Insurance Company.
- (e) Provide assistance to the Insurance Company in the registration of beneficiaries and issuance of Smart Cards;
- (f) Establish the district level administration to oversee implementation of the Scheme in each district.
- (g) Run state with IEC Campaign;
- (h) Monitor and control the implementation of the UHIS at the state level;
- (i) Set up a grievance redressal mechanism and grievance redressal cells to deal with any complaints received from stakeholders of the Scheme; and
- (j) Establish funds management and incentive mechanisms.

1.3 Staffing of UHIS State Agency

In order to carry out the roles and responsibilities of the UHIS State Agency, both at the State and District levels, the government of Meghalaya has decided to staff the UHIS State Agency in the following manner:

- (a) Certain key position will be filled by deputation of Government employees;
- (b) Certain personnel shall be directly appointed by the UHIS State Agency on a contract basis; and
- (c) The UHIS State Agency will outsource certain functions and responsibilities to a manpower agency appointed by it (the Agency). The Agency will be required to provide personnel for fulfilling such outsourced functions and responsibilities (the Personnel).

These terms of Reference are being issued to provide information to interested parties for appointment as the Agency.

2. SCOPE OF WORK

The Agency will be required to provide eligible candidates for the following positions for the positions and roles and responsibilities set out below:

| Sl.no | Designation | Number of Positions | Location | Roles and responsibilities | Minimum Qualification and Experience |
|-------|------------------------------|---------------------|----------|--|---|
| 1. | IT Manager | 1 | Shillong | <ul style="list-style-type: none"> • Upload data to MoLE, GoI server • Maintaining State data (both biometric and text) • Manage the same post enrolment and cull out Management Information System • Manage and maintain hardware and software procured and installed under the scheme • Set up/maintain State servers to store data <p>The GoM is in process of appointing a data mining agency for preparing the beneficiary database for enrolment of beneficiary household. The IT Manager will be required to coordinate such data preparation and validation with the data mining agency and MoLE.</p> | <ul style="list-style-type: none"> • Bachelor's degree in any IT related stream. • Computer literate and fluent with SQL server/MS office and MS Access database • 5 years post qualification experience in Data base SQL scripting |
| 2. | Claims Officer | 1 | Shillong | <ul style="list-style-type: none"> • Review compliance by the insurance company and empanelled health care providers with the defined claims process and the settlement of claims] • Review and monitoring of claims data received from the insurance company and the empanelled health care provider • Conducting claims audit from a compliance stand points will also perform claims audit. | <ul style="list-style-type: none"> • Bachelor's degree in any stream • Computer literate and fluent with MS Office • 3 years experience in internal audit and control • Experience with hospital/heathcare/ Government health department would be added advantage |
| 3. | Monitoring & control Officer | 1 | Shillong | <ul style="list-style-type: none"> • Responsible for accounts internal audit, budget management, cash flow management • Generation/distribution of State monitoring and control dashboard • Conduct monthly review meetings with CEO to effectively monitor the scheme • Manage accounts and bills, including payments to insurance companies | <ul style="list-style-type: none"> • Minimum Bachelor's degree in IT related field • Computer literate and fluent with MS office; knowledge of XLPivot table/MS Access database • At least 3 years post qualification experience in IT/MIS/Analytics |

| Sl.no | Designation | Number of Positions | Location | Roles and responsibilities | Minimum Qualification and Experience |
|-------|--------------------------|---------------------|---|--|---|
| | | | | | <ul style="list-style-type: none"> • Experience with hospital/healthcare/ Government health department would be added advantage |
| 4. | District Program Manager | 11 | District headquarters of each district in Meghalaya | <ul style="list-style-type: none"> • Implement, manage and monitor the scheme in the district of which he is in charge • Implement directives and policies of the UHIS State Agency • Co-ordinate with insurance company on route planning for enrolment • Responsible for monitoring the utilization within the scheme and ensuring that at the district level PHC/CHC are encouraging beneficiaries to utilize the benefits under the scheme • Delivery of IEC material • Co-ordinate and monitor IEC related activities undertaken by the insurance company and implement route plan • Analyze pre-enrolment data and post-enrolment data • Conducting and organizing health camps and awareness campaigns for increasing utilization of the Scheme • Run District Grievance Redressal | <ul style="list-style-type: none"> • Minimum Bachelor's degree in management related field • Computer literate and fluent with MS office; knowledge of XLPivot tables/MS Access database • At least 3 years post qualification experience in post management • Experience with hospital/healthcare/ Government health department would be |

3. ELIGIBILITY AND SUBMISSION REQUIREMENTS

3.1 Eligibility Requirements

Interested parties meeting the following eligibility requirements are invited to submit their technical and financial proposals for appointment as the Agency:

- Must be duly established as a company, limited liability partnership or partnership.
- Must have at least 3 years' experience in providing skilled manpower to (i) government departments, government agencies, public sector undertakings, autonomous organizations or (ii) private sector entities with at least Rs 10 crore turnover per year. Experience in health care and/ or insurance/ RSBY will be desirable.
- Must have qualified and trained personnel meeting the minimum eligibility requirements set out in section 2 above or should have the ability to source such qualified and trained personnel. Such persons should have available for the entire term of the contract. Persons resident in Meghalaya would be preferred.

3.2 Technical Proposal Submission Requirements

(a) Each interested party shall submit the following documents as part of its technical proposal:

- Registration status
- PAN number and Service Tax registration number
- Brief profile and description of previous work experience or similar assignments (not exceeding 5 pages)
- Curriculum Vitae and copies of supporting documents for each of the proposed candidates for the positions specified in section 2 above. The Curriculum Vitae must contain the following information: (1) position proposed ; (2) Name (in block letters) ; (3) Date of Birth and Proof of Date of Birth; (4)Permanent Address (in block letters) ; (5) Educational & Professional Qualifications ; (6) Experience Certificate from relevant authority; (7) Two Passport size Photographs (one duly attested and the other unattested); (8) SC/ST Certificate (if any) ; (9) Contact Number ; (10) Undertaking regarding the candidate's willingness to be available for the entire term of the contract ; and (11) Signature of the candidate.
- Undertaking from the interested party that its proposed candidates will be available for the entire term of the contract.

(b) The technical proposal shall be signed by the authorised signatory of the interested party and shall be submitted in a sealed envelope which shall be super-scribed as follows:

**“APPOINTMENT AS AGENCY FOR PROVIDING PERSONNEL
TO THE UHIS STATE AGENCY: TECHNICAL PROPOSAL “**

3.3 Financial Proposal Submission Requirements

- (a) Each interested party shall submit, as part of its financial proposal, the fee (inclusive of service tax and all other applicable taxes) for providing the Personnel to the UHIS State Agency.
- (b) The interested party shall not seek any conditions or deviations in its financial proposal.
- (c) The financial proposal shall be signed by the authorised signatory of the interested party and shall be in a sealed envelope which shall be super-scribed as follows:

**“APPOINTMENT AS AGENCY FOR PROVIDING PERSONNEL
TO THE UHIS STATE AGENCY: FINANCIAL PROPOSAL “**

3.4. Date and Time for Submission

- (a) Interested parties must submit the sealed technical proposal and sealed financial proposal (the Proposal) in a sealed envelope which shall be super-scribed as follows:

**“APPOINTMENT AS AGENCY FOR PROVIDING PERSONNEL
TO THE UHIS STATE AGENCY:
TECHNICAL AND FINANCIAL PROPOSAL “**

- (b) Interested parties should submit their Proposal (containing the technical and financial proposal in separate sealed envelopes) by hand delivery or registered post acknowledgment due or courier to the address below:

[insert address]

- (c) The interested parties must submit its proposal by *[insert date]* and no later than *[insert time]*.

4. EVALUATION OF PROPOSAL AND AWARD OF CONTRACT

4.1. Evaluation of Technical Proposals

- (a) The technical proposals will be evaluated on the following criteria:
 - (i) Background, experience and qualifications of the interested party -50 %
 - (ii) Qualification and experience of the proposed candidates -50 %
- (b) Only those interested parties whose technical proposals score a minimum of the 60 out of a maximum of 100 will be eligible to have their financial proposals evaluated.

4.2. Evaluation of Financial Proposals

- (a) The financial proposals of the eligible interested parties will be evaluated on a percentile basis.
- (b) The financial proposal quoting the lowest fee will be awarded the maximum possible 100 marks. The financial proposals of the other interest parties will be scored as follows:

$$\text{Financial score} = 100 \times \frac{\text{lowest fee quoted}}{\text{fee quoted by the interested party}}$$

4.3 Selection Procedure

- (a) The weighted average of the technical and financial scores of each eligible interested party will be determined by applying the following weights to its technical and financial scores:

Technical Score: 60% weightage

Financial Score: 40% weightage

- (b) The interested party with the highest weighted average score will be selected for the award of the contract. The UHIS State Agency will appoint such interested party as the Agency for the provision of the Personnel and will enter into a contract for such appointment. The indicative terms and conditions of the contract are set in the **Annexure** to these Terms of Reference.

ANNEXURE

INDICATIVE TERMS AND CONDITIONS OF CONTRACT

1. Terms of Contract

The contract will initially be for a period of one year from the date of signing. The term may be extended by the UHIS State Agency at its discretion.

2. Payment terms

The Agency will be paid the fee in 12 equal monthly installments. The fee for any extended term will be mutually agreed. The UHIS State Agency shall not make any payment other than the fee quoted by the Agency.

3. Appointment and Removal of Personnel.

- a) The Agency shall not remove, replace or transfer any Personnel without the prior written approval of the UHIS State Agency.
- b) The Agency shall provide the services of only those candidates whose Curriculum Vitae were submitted at the time of selection. If such candidate is not available for reasons of sickness or death, the Agency may appoint a substitute of equal or better qualification and experience with the prior written approval of the UHIS State Agency. All appointed Personnel must be fluent in English and Hindi.
- c) The UHIS State Agency may request the Agency to replace any of the Personnel if such Personnel do not perform satisfactorily or engages in misconduct. On receiving such request, the Agency shall promptly replace such Personnel in accordance with clause 3(b) above.

4. Availability of Personnel

- a) The Agency shall make available its Personnel within (15) days of the signing of the contract.
- b) The personnel appointed by the Agency shall dedicate all of their time and be available at all times for the performance of the designated roles and responsibilities.
- c) If any Personnel voluntarily resigns or is absent from work for more than () days, then the Agency shall replace such Personnel promptly in accordance with clause 3(b) above.
- d) Each of the Personnel shall only carry out those roles and responsibilities for which he was nominated by the Agency.

5. Performance Evaluation

- a) The Agency shall be responsible for supervising and controlling the performance of the Personnel.
- b) Detailed performance evaluation benchmarks will be set out in the contract. The performance of the Personnel shall be reviewed periodically against such benchmarks. If the performance of the Personnel is consistently found to be dissatisfactory, then the UHIS State Agency shall have the right to terminate the contract.

6. Compliance with Applicable Laws

- a) The Agency shall comply with all applicable labour laws and shall have obtained all necessary registrations and licenses for carrying out its obligations under the contract, including a license under the Contract Labour (Regulation and Abolition) Act, 1970.
- b) The Agency shall pay and observe all applicable statutory contributions, taxes, dues, duties, levies, cess and charges including income tax that may be levied, claimed or demanded by any Government authority in relation to employment, disengagement or transfer of the Personnel.
- c) The Agency shall fully indemnify and protect the UHIS State Agency against all liabilities, claims, costs, expenses or actions arising from the Agency's non-compliance with any applicable laws or the terms of the employment agreements with the Personnel.

7. No Employer-Employee Relationship between UHIS State Agency and the Personnel.

- a) The UHIS State Agency shall not be the 'principal employer' of the Personnel provided by the Agency.
- b) The Agency shall be solely responsible for paying salaries and other amounts due to the Personnel in accordance with applicable laws.
- c) The Personnel shall not have any direct relationship with and shall not claim direct employment with the UHIS State Agency for any purpose whatsoever.

8. Assignability and Sub-Contracting

The Agency shall not be entitled to assign, transfer or sub-contract its obligations or duties under the contract to any third party without the prior consent of the GoM.

9. Termination of Contract

In addition to its right to terminate the contract for a material breach, the UHIS State Agency may terminate the contract for convenience.

10. Obligation on Expiration/Termination of Contract

- a) Upon termination of the contract, the Agency shall cause the Personnel to cooperate with and assist the UHIS State Agency in ensuring a transition of the responsibilities of the Personnel to any other nominated Personnel/Agency by the UHIS State Agency.
- b) Upon expiry/termination of the contract the Agency may be required to carry out its obligations until such time that the UHIS State Agency may appoint a new Agency or the qualified candidates to carry out the designated functions.
- c) The Agency shall be solely responsible for the payment of any retrenchment compensation or any other amounts due to the Personnel if their employment is terminated pursuant to expiration or termination of the contract.

11. Dispute Resolution

All disputes arising under the contract shall be subject to the jurisdiction of the courts of Shillong.