

**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
PPP Cell
SWASTHYA BHAWAN, SALT LAKE, KOLKATA-700091**

Memo no. HFW-14015 (17)/3/2019-SPSRC Dept of H&FW/ PPP/1086

Date: 26.06.2018

Section-1

Request for Proposal (RFP) / BID
Through Limited Enquiry
For
Transaction Advisor/ Consultant for
Supporting Public Private Partnership (PPP) projects
In Strategic Planning & Sector Reforms Cell (SPSRC)

Proposal Issuing Authority: - Health & Family Welfare Department, Government of west Bengal.
(Hereinafter referred to as Department)

Address : Swasthya Bhawan, GN-29, Sector-V
Salt Lake City, Kolkata-7000091

Contact Details : Secretary, PPP Cell and
Secretary, Health & Family Welfare Department.
Government of West Bengal
Swasthya Bhawan, GN-29, Sector-V, Kolkata: 700091
4th Floor- B Wing
Tel: 033 2333 0609/ 2333 0611 Email: spsrc.ppp@gmail.com , sspppcell@gmail.com

Secretary PPP Cell and Secretary, Health & Family Welfare Department, GoWB invites proposals from interested organization for engagement of Transaction Adviser (6 no. of panelled Transaction Adviser as per Finance Department notification no. 3738 - F(Y) dated 11.06.2018) for Supporting Public Private Partnership (PPP) projects In Strategic Planning & Sector Reforms Cell (SPSRC) of the department.

1. RFP Schedule

Sl No	Particulars	Date & Time
1	Date of issue of RFP documents	26.06.2011 at 11.30 AM
2	Pre Bid meeting at 1 st Floor Conference Hall, A wing Swasthya Bhawan, Sector-V, salt Lake city, Kolkata-700091	02.07.2019 at 3.00 PM
3	Bid Submission of proposal , Closing Date and Time	09.07.2019 , 5 PM.
4	Date of opening of Financial Proposal	11.06.2019, 4 PM

2. In the event, any of the specified dates as above being declared a holiday or office of the PPP CELL / department being closed on such date. The event of the specified date will be taken up on the next working day at the same time.

Sd/-

Secretary, PPP

&

Secretary, Health & Family Welfare Department,
Government of West Bengal.

Section-2
TERMS OF REFERENCE (TOR)
Selection of Transaction Advisor/ Consultant
for
Supporting Public Private Partnership (PPP) projects
In Strategic Planning & Sector Reforms Cell (SPSRC)

1. Introduction

Health and Family Welfare has been the primary focus of the Government of West Bengal and the State is committed to maintaining and improving the healthcare system – from developing basic healthcare services at the rural level to providing tertiary care services at medical colleges and super-speciality hospitals. West Bengal is the only state in the country which has adopted universal free treatment in all state run hospitals. Department of Health & Family Welfare, Government of West Bengal has taken various initiatives to make positive impact in the health sector in West Bengal. Apart from committed focus on providing best-in-class healthcare infrastructure, state-of-the-art equipment, specialized facilities and quality service delivery through state government's budget, public private partnership (PPP) diagnostic centres with private sector participation are operational in state-run hospitals and colleges.

2. Appointment of Transaction Advisor

In this background, Department of Health & Family Welfare, Government of West Bengal (herein after referred to as Department) intends to deploy professional experts with appropriate experience to support PPP initiatives of the Department, namely monitoring of ongoing initiatives like fair price medicine shops, fair price diagnostic and Dialysis centres, outsourced lab services, etc., as well as new initiatives like mechanized laundry, mechanised cleaning, private medical colleges, etc. The selection of professional experts will be through limited tender with lowest quote from the panel of Transaction Advisor (TA) of the Finance Department, Govt of West Bengal.

3. Scope of services

The services will be provided by the TA through deploying a mix of On-site and Off-site resource team of experienced professionals.

- A. The TA shall deploy one experienced PPP Expert and one Finance Expert fulltime at the office of the Department. Necessary office space, computer, printer and amenities will be provided by the Department. Remaining personnel of the team will be primarily based at the office of the TA and interact with Department/ other stakeholders as per requirements on mutual discussion.
- B. The PPP Expert shall have the following minimum qualification and experience
 - a. Graduate with MBA from recognised institute
 - b. Experience in PPP projects and transaction advisory for 3-6 years
 - c. Demonstrated experience in organizing and facilitating stakeholder/ private sector consultations
 - d. Excellent analytical & report writing skills

The Finance Expert shall have the following minimum qualification and experience

- a. CA/ MBA Finance with minimum 6 years of experience in Healthcare/ Finance/ any other sector
- b. Experience of at least 2 projects as Financial Auditor/ Financial controller/ Internal Audit/ Risk management

- C. The TA/ PPP and Finance Experts shall be responsible for supporting the PPP initiatives of the Department and undertaking the following services:
1. Identifying areas of private sector participation and preparing road map (like in areas of mechanized laundry, mechanised cleaning, private medical colleges, paramedical colleges, etc.)
 2. Developing concept notes for new PPP projects and preparing project plan/ proposal with stakeholder consultation
 3. Assisting in preparation of PPP proposal documents, namely, Request for Proposal (RFP)/ Request for Quotation (RFQ), Draft Concession Agreement, Draft Land Lease Agreement, Service Level Agreement, etc
 4. Advising on procurement process– single/ double stage bidding, eligibility criteria, financial bid parameter, technical and financial evaluation parameters, selection process, etc.
 5. Assisting bid process management, covering analyzing tenders/ bids till signing of contract with selected partner(s), attending pre-bid meeting, responding to bidders queries, recommending bidder(s) selection according to models, etc
 6. Monitoring operations
 - i. Preparing guidelines, standard operating procedures and improving the PPP software generated reports for effective monitoring of PPP projects (fair price medicine shops, fair price diagnostic and Dialysis centres, outsourced lab services, etc.)
 - ii. Identifying and recommending appropriate performance indicators (KPIs) for incorporating in the concessionaire/service level agreements for monitoring the health sector PPP projects being undertaken.
 - iii. Reviewing progress (monitoring) to assess mid-term / interim performance in accordance with the terms of contract/ agreements, timeline standard of performance.
 - iv. Providing periodic feedback, highlight/ flag issues of significance on immediate basis.
 - v. Advising on corrective action or contract termination, as the case may be, related to PPP service providers.
 7. Private Sector Facilitation
 - i. Supporting the Department in mapping and assessing private sector resources, developing a data base on private sector service providers according to service categories.
 - ii. Facilitating private sector consultation/ dialogue and helping in designing and implementing plan for private partner engagement in line with State's PPP policy.
 8. Any aspect, over and above the ones mentioned above, which are related to the core activity of this RFP, has to be taken up the TA/ PPP and Finance Experts.

4. Role of the Department

- i. Nominating Single Point of Contact for necessary guidance
- ii. Providing necessary information for undertaking the services
- iii. Providing office space and necessary amenities to the PPP and Finance Experts

5. Time schedule

The appointment of TA will be initially for one year and renewable based on performance and on mutually agreeable basis.

6. Deliverables & Terms of Payment

- i. Mobilization advance with award of contract - 10%

- ii. Submission of roadmap within 3 weeks - 10%
- iii. Services to be delivered as per scope
(to be paid equally on quarterly basis on submission of invoices) - 75%
- iv. Satisfactory completion of services - 5%

Section - 3
Request for Proposal

Proposal Submission

Applicants are required to submit a SEALED ENVELOP containing two separate sealed envelopes comprising of -

- a. Technical submission
- b. Financial proposal

(a) The Technical submission shall contain:

- i. Details of the Applicant in format attached in **Appendix - I**
- ii. The company background and capability statement supported by copy of certificate of company registration/ incorporation, copy of PAN, financial statements and certified turnover certificates for last 3 years.
- iii. Experience of similar assignments completed in last 3 years along with list of clientele supported by documentary testimonials / work order / completion certificate, etc.
- iv. Organization chart, list of key professional staffs and CV of the nominated professional experts as per format given in **Appendix-II**.
- v. All other documentary evidence to support the above credentials where applicable.

(b) Applicants are required to fill up Financial proposal in format attached in **Appendix –III**.

- i. The financial quote shall include all professional fee, travel, and boarding and lodging, communication expenses, etc.
- ii. The financial quote shall be inclusive of all taxes and duties. However, all applicable taxes and duties have to be mentioned separately as per statutory norms.
- iii. No conditional proposals will be accepted.
- iv. In case of discrepancy in figures & words, financial quote in words will be accepted.
- v. All payment shall be made after making appropriate deduction such as TDS and other statutory deductions as per norms.

Award of contract

- i. The selected applicant shall be the one with lowest financial basic quote.
- ii. Letter of intent/ award letter would be issued within 15 days of declaration of result.

Section - 4
Information Memorandum

- 1.1 **General**
The Department includes its successors and permitted assignees as decided by the Government of West Bengal at any time.
- 1.2 **Validity of Proposals**
The financial quote shall remain valid till 120 days from the date of submission.
- 1.3 **Cost of Proposal Preparation**
The applicants are expected to carry out at own cost any survey, investigation and other detailed examination of information for preparation and submission of their recommendation
- 1.4 **Right of Rejection**
- (a) The Department reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without notice and shall not have any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - (b) At any time, if a material misrepresentation is made or discovered, or, the applicant does not provide, within the time specified, the supplemental information sought for purposes of evaluation can lead to the rejection of the proposal or cancellation of award of contract.
 - (c) An applicant shall not have a conflict of interest that affects the selection process. Any applicant found to have a conflict of interest shall be disqualified.
- 1.5 **Amendment of RFP**
- i. At any time prior to the proposal submission due date, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by a applicant, modify the RFP by the issuance of Addenda/ Corrigenda.
 - ii. The Department may, in its sole discretion, extend the proposal submission due date by issuing an addendum uniformly for all applicants.
- 1.6 **Proprietary data**
All documents and other information provided by the Department or submitted by a applicant shall remain or become the property of the Department. Applicants and the selected agency, as the case may be, are to treat all information as strictly confidential. The Department will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the selected applicant to the Department in relation to the services shall be the property of the Department.
- 1.7 **Fraud and Corrupt Practices**
The applicants and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process and during the subsistence of the services. Notwithstanding anything to the contrary contained herein, the Department may reject a proposal, withdraw or terminate the services, without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- 1.8 **Inspection**
Time to time inspection shall be carried out by representative / authorized agency of the Department for quality assurance of the services, deliverables and performance of the key personnel assigned for the services according to the Terms of Reference of the RFP.
- 1.9 **Substitution of Key Personnel**

The Department expects the key professional staff to be available during tenure of the services. The Department shall not consider substitution of key professional staff except for extraordinary circumstances and such substitution shall be allowed with equally or better qualified and experienced personnel being provided to the satisfaction of the Department.

1.10 Remedial Measures

Should the services set out in the Terms of Reference are not delivered within the specified time schedule or not in accordance with the requirements of the RFP, the Department shall after granting 24 hours time to cure the breach, be at liberty to cancel the services, wholly or to the extent of such default.

In the event the Department takes help of any third party to rectify the breach on emergency basis, the cost incurred in such an event shall be recovered from any amount payable to the selected agency.

1.11 Termination

The Department shall be entitled to terminate the services with the selected agency with prior notice of thirty (30) days, in case of breach of any conditions, provisions or stipulations of the Terms of Reference for selection or non-performance that is not cured within fifteen (15) days of issue of notice.

1.12 Arbitration

All disputes or differences arising out of or in connection with the services with the selected agency shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the services or relating to performance, which cannot be settled amicably, may be resolved through arbitration under the Arbitration and Conciliation Act, 1996.

Agreement with selected agency shall be governed and construed in accordance with the laws of India. Courts of Kolkata shall have exclusive jurisdiction in all the matters.

1.13 Patents and other Intellectual and Industrial Property Rights

The financial quote shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual and industrial property rights.

1.14 Indemnity

The selected agency shall indemnify the Department, for an amount not exceeding the financial quote, against all claims from third party at any time on account of the infringement of any or all the rights, whether such claims arise in respect of service or use and for any direct loss or damage caused to the Department.

1.15 Confidentiality

(a) Selected agency shall treat all information provided to it or obtained otherwise in connection with the services as confidential and not use the same partially or totally for any purpose without the prior written approval of the Department.

(b) Deliverables of the selected agency shall be of exclusive ownership of the Department and / or its designated agencies, as applicable.

1.16 Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Terms of Reference), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, Blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control.

1.17 Penalty for delay

Failure to complete any of the services specified in the scope of services within timeline or within the extension period granted by the Department as mentioned above, shall constitute a breach, in which case the 5% of the financial quote shall stand forfeited or to be recovered from the selected agency

without prejudice to any other rights or remedies.

1.18 Communication & Contact Information

All communications and queries regarding this Request for Proposal (RFP) shall be addressed to:

Secretary,PPP Cell and

Secretary, Health & Family Welfare Department.

Government of West Bengal

Swasthya Bhawan, GN-29, Sector-V, Kolkata: 700091

4th Floor- B Wing

Tel: 033 2333 0609/ 2333 0611 Email: spsrc.ppp@gmail.com , sspppcell@gmail.com

Contact :- Mr Debasish Dey Consultant Dialysis PPP CELL. (Mob:- 8961466707)

Appendix – I

Details of applicant

(In case of consortium, if permissible, details of each member of the consortium are to be furnished)

1. General
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the applicant including details of its main lines of business and proposed role and responsibilities:
3. Details of individual(s) who will serve as the point of contact/ communication for the applicant:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
4. Particulars of the Authorized Signatory of the applicant:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
5. Undertaking:

I/ we hereby declare that our organization has not been declared ineligible or blacklisted by central/ state government or any entity controlled by it from participating in any project which continues as on date.

I/ we hereby also declare that there are no pending Court cases against our organization in any Court of law.

Place:
Date:
(Signature and name of the authorized signatory of the applicant with seal)

Appendix – II

Format of Curriculum Vitae (CV)

1. Name of the Staff
2. Designation
3. Name and address of the firm presently employed, if any
4. Years with the firm
5. Position in the proposed assignment (describe degree of responsibility also)
6. Qualifications (Technical and General)
7. Experience (Relevant in the context of assignment)
8. Employment Record (starting with present position, all previous assignments may be covered)

Name of the Firm

Position Held

Years of Employment

9. Certification

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

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place:

Date:

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the applicant with seal)

Appendix – III

Format of Financial Proposal

To
Secretary
PPP Cell
Department of Health and Family Welfare, Government of West Bengal
Swasthya Bhavan, GN-29, Sector-V, Salt Lake
Kolkata 700091

Re: Financial quote for selection as Transaction Advisor/ Consultant for supporting Public Private Partnership (PPP) projects in Strategic Planning & Sector Reforms Cell (SPSRC)

Sl.	Item description	Unit	Basic quote (Rs)	Taxes & Duties (Rs)	Total quote (amount with Taxes & Duties) in figure (Rs)	Total Quote amount in words (Rupees)
1	Fees for Transaction Advisory/ Consultancy services covering deployment of one PPP Expert and one Finance Expert fulltime at the Department for supporting the PPP projects as per scope of services and in accordance with the RFP document for 1 (one) year	Lump sum				
2	Rate per month for deploying professional experts after the stipulated 1 (one) year period for another year i. PPP Expert ii. Finance Expert	Rate only Rate only				

Notes:

1. In case of tie in financial lowest quote, the applicant with lowest average rate per month of the professional experts shall be selected.

Place:

Date:

Signature of the Applicant / Authorized Representative

Seal / Stamp