



**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
NATIONAL HEALTH MISSION (NHM)
GN -29, 4thFLOOR, Swasthya Sathi,
SWASTHYA BHAWAN PREMISES, SECTOR -V
SALT LAKE, BIDHANNAGAR, KOLKATA - 700 091**

Bid Reference No.: HFW-27099/6/2019-AMD(NHM)- 3514/2021

Dated:- 24/11/2021

**Section-1
Request for Proposal (RFP) /
BID Through Limited Enquiry
for
Transaction Advisor / Consultant
for preparation of RFP for engagement of 108 ambulances**

Proposal Issuing Authority : NATIONAL HEALTH MISSION,
Under Health & Family Welfare
Department, Government of West
Bengal.
(Hereinafter referred to as NHM)

Address : Swasthya Sathi Building, Swasthya Bhawan
Premises, GN-29, Sector-V, Salt Lake, Kolkata-
700091

Contact Details : Mission Director, National Health Mission
Tel: (033) **2333 0285**
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Email: mdnrhm@wbhealth.gov.in / po2nhm2021@gmail.com /
bme.spmu@gmail.com

Mission Director, NHM invites proposals from interested organization for engagement of Transaction Adviser (TA) (from panel of Transaction Adviser as per Finance Department notification no. 3738 - F(Y) dated 11.06.2018) for preparation of RFP for engagement of 108 ambulances.

1. RFP Schedule

SI No	Particulars	Date & Time
1	Date of issue of RFP documents	24.11.2021
2	Pre Bid meeting at Conference Hall, 5 th Floor, Swasthya Sathi, Swasthya Bhawan Campus, Sector-V, Salt Lake, Kolkata-700091	30.11.2021; 02:30 PM
3	Bid Submission start Date	02.12.2021
4	Bid Submission Closing Date and Time	10.12.2021; 05:00 PM
5	Date of opening of Technical Proposal	13.12.2021; 03:00 PM
6	Date of opening of Financial Proposal	To be later

2. Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of health at www.wbhealth.gov.in. The submission of bids should only be through online at wbtenders.gov.in. Earnest money should also be submitted online only.
3. In the event, any of the specified dates as above being declared a holiday or office of NHM HQ 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/-
Mission Director, National Health Mission &
Secretary, Health and Family Welfare Department

Section-2
Terms of Reference (TOR)
**Selection of Transaction Advisor/
Consultant for**
preparation of RFP for engagement of 108 ambulances

1. Introduction

The Health & Family welfare Department has to take necessary action for setting up of a Toll Free number for Trauma Care Ambulances and operationalization of Trauma Care Ambulance services in State of West Bengal. These Ambulances will provide access to medical and healthcare, police and fire services particularly attending to the emergency situation in road traffic accidents, or the accidental victims, critical medical emergency etc.)The services will be coordinated through a 24x7 Call Centre with a common Toll Free number and GPS (Global Positioning System) networking with the ambulances either through phone, SMS or apps. Total system of Toll Free number along with the trauma care ambulance services may be outsourced to the Private Party.

2. Appointment of Transaction Advisor

In this background, National Health Mission (hereinafter referred to as NHM) intends to deploy professional experts with appropriate experience for preparation of Request for Proposal for selection of private parties to provide the ambulance service. 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. Eligibility Criterion:

The TA should have experience of handling at least 2 consultancy projects in the area of Dial 108/ Dial 100/ Dial 112/ Dial 104/ Dial 102 in any state of India and least 1 consultancy project in the area of Dial 108 in any state of India

4. Scope of services

The services will be provided by the TA through deploying a resource team of experienced professionals.

The TA shall deploy sufficient number of experienced resource in order to complete the work within the timeline.

- A. The TA team shall be responsible for supporting the engagement process of 108 Toll Free Ambulance for Trauma Care in State of West Bengal and undertaking the following services:
1. Developing a roadmap for 108 Toll Free Ambulance through consultation from NHM.
 2. Advising on penalty or contract termination polices based on previous experience accrued in the past project.
 3. Preparation of Tender Policy of NHM.
 4. Preparation of Request for Proposal (RFP) / Service Level Agreement(s), etc for selection of service provider(s) for setting up of a Toll Free number (108) for Trauma Care Ambulances and operationalization of Trauma Care Ambulance services.
 5. Advising on procurement process – single/ double stage bidding, eligibility criteria, financial

bid parameter, technical and financial evaluation parameters, selection process, etc.

6. Bid process management, covering analyzing tenders / bids till signing of contract with selected service provider(s), attending pre-bid meeting, responding to bidders queries, recommending bidder(s) selection according to models, etc.
7. Preparation of draft contract / agreement document after finalization service provider(s).
8. In case any litigations arises / court case filed related to the selection process of service provider, during the selection process and upto 1 year from the date of execution of agreement with the selected bidder, the selected TA shall provide all required support & briefing to advocate(s) to be engaged by NHM/ Dept of H&FW to deal the case.
9. Any aspect, over and above the ones mentioned above, which are related to the core activity of this RFP, has to be taken up by the TA.

5. Role of NHM

- a. Nominating Single Point of Contact for necessary guidance
- b. Providing necessary information for preparing the RFP
- c. Required Approval of tender process at different stage.

6. Time schedule

The appointment of TA will be initially for 3(three) months and renewable based on mutually understanding.

7. Deliverables & Terms of Payment

i	Submission of tender polices within 10 days from date of work order	-	10%
ii	Submission of Final RFP within 15 days from date of work order	-	10%
iii	Completion of pre-bid queries (including preparation of amendment, if required) within 2 days from date of pre-bid	-	5%
iv	Submission of Technical evaluation within 4 days from the date of opening of technical bid	-	20%
v	Completion of Financial Evaluation within 2 days from the date of financial bid opening & submission of draft work order	-	25%
vi	Submission of draft contract / agreement within 10 days from the work order issued	-	25%
vii	After 1 year from execution of agreement with the selected service provider upon effective legal support in case any litigation arise relates to the selection process.	-	5%

Section - 3 Request for Proposal

Proposal Submission

Applicants are required to submit their bid ONLINE through e-tender portal of Govt. of West Bengal on wbtenders.gov.in containing two separate cover comprising of -

- a. Fee/PreQual/Technical
 - b. Finance
- (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, copy of GST, financial statements and certified turnover certificates for last 3 years.
 - iii. EMD of Rs. 50,000/- should be submitted ONLINE through e-tender portal of Govt. of West Bengal on wbtenders.gov.in.
 - iv. Experience of assignments in the area of Dial 108/ Dial 100/ Dial 112/ Dial 104/ Dial 102 completed in any state of India along with list of clientele supported by documentary testimonials / work order / completion certificate, etc.
 - v. Organization chart, list of key professional staffs and CV of the nominated professional experts
- (b) Financial proposal:
- i. The financial quote shall include all professional fee, setting up work of workstation, travel, communication expenses, etc.
 - ii. The financial quote shall be inclusive of all other taxes and duties and excluding GST. However, all applicable GST, taxes and duties have to be mentioned separately as per statutory norms. GST will be paid extra.
 - 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. The selected supplier should submit Performance Bank Guarantee (PBG) @ 3% of the contract value within 10 days from the date of receipt of Award of Contract. The PBG should remain valid for a period of at least 18 months from the date of issuance of PBG.
- iii. A formal contract will be signed between the selected Agency & NHM on receipt of PBG.

Section - 4
Information Memorandum

General

NHM includes its successors and permitted assignees as decided by the Government of West Bengal at any time.

Validity of Proposals

The financial quote shall remain valid till 120 days from the date of submission.

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.

Right of Rejection

- (a) The NHM 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.

Amendment of RFP

- i. At any time prior to the proposal submission due date, NHM 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 NHM may, in its sole discretion, extend the proposal submission due date by issuing an addendum uniformly for all applicants.

Proprietary data

All documents and other information provided by NHM or submitted by a applicant shall remain or become the property of NHM. Applicants and the selected agency, as the case may be, are to treat all information as strictly confidential. NHM 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 NHM in relation to the services shall be the property of NHM.

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, NHM 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.

Inspection

Time to time inspection shall be carried out by representative / authorized agency of NHM 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.

Substitution of Key Personnel

NHM expects the key professional staff to be available during tenure of the services. NHM 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 NHM.

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, NHM shall after granting 15 days to cure the breach, be at liberty to terminate the contract, wholly or to the extent of such default.

In the event NHM 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.

Termination

NHM 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 thirty (30) days of issue of notice.

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.

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.

Indemnity

The selected agency shall indemnify NHM, for an amount not exceeding the financial quote of the selected bidder, 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 NHM.

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

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.

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 NHM 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. PBG may be forfeited in case of failure or delay in execution without valid & sufficient reason.

Communication & Contact Information

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

Mission Director, NHM
4th Floor Swasthya Sathi Building, Swasthya Bhawan Premises
GN-29, Sector-V, Salt Lake, Kolkata-700091, West Bengal

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 not currently 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 is no conviction against our organization in any Court of law.

Place:
Date:

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

1. Name of the Staff
2. Designatio

