



WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(wholly owned by Government of West Bengal)
Under Department of Health & Family Welfare

Regd. Address : Swasthya Sathi, Swasthya Bhawan Premises, GN-29, Salt Lake, Sector-V, Kolkata – 700 091
Contact : (033)40340-300/308 ♦ email: info@wbmsc.gov.in / mp@wbmsc.gov.in ♦ Fax-(033)40340400

Memo no. WBMSCL/RFP-34/2021

Date: 10.02.2021

Section-1

Request for Proposal (RFP) / BID

Through Limited Enquiry

for

Transaction Advisor / Consultant

for supporting management of comprehensive maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State

Proposal Issuing Authority : West Bengal Medical Services Corporation Limited,
Under Health & Family Welfare Department,
Government of West Bengal.
(Hereinafter referred to as WBMSCL)

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

Contact Details : Managing Director,
West Bengal Medical Services Corporation Ltd.
Tel: (033) 40340303 / (033) 40340308
Fax: (033) 40340400
Email: md@wbmsc.gov.in / mp@wbmsc.gov.in

Managing Director, WBMSCL 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 supporting management of comprehensive maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State.

1. RFP Schedule

SI No	Particulars	Date & Time
1	Date of issue of RFP documents	12.02.2021; 12:00 Noon
2	Pre Bid meeting at Conference Hall, 2 nd Floor, Swasthya Sathi, Swasthya Bhawan Campus, Sector-V, Salt Lake, Kolkata-700091	18.02.2021; 02:00 PM
3	Bid Submission Closing Date and Time	26.02.2021; 02:00 PM
4	Date of opening of Financial Proposal	26.02.2021; 03:00 PM

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 WBMSCL at www.wbmsc.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 WBMSCL 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/-

Managing Director

West Bengal Medical Services Corporation Limited

Section-2

Terms of Reference (TOR)

Selection of Transaction Advisor/ Consultant

for

for supporting management of comprehensive maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State

1. Introduction

West Bengal is the only state in the country which has adopted universal free treatment in all state run hospitals. 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 at the Medical Colleges and hospitals of different tiers owned by the State. Government, as one of the initiatives have constructed 42 (forty two) Super-specialty Hospitals (SSH) under the supervision of WBMSCL under Health & Family Welfare Dept. WBMSCL is committed to maintain the sophisticated medical equipment supplied to the Medical Colleges, Hospitals of different tiers and SSHs for providing super-specialty services at the hospitals.

2. Appointment of Transaction Advisor

In this background, West Bengal Medical Services Corporation Limited (hereinafter referred to as WBMSCL) intends to deploy professional experts with appropriate experience for supporting management of comprehensive maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State. 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.

The TA shall deploy one experienced Procurement Expert fulltime at the office of the WBMSCL, 5 days in a week except Govt. holidays. Necessary office space, printer and amenities will be provided by the WBMSCL. TA should also engage Medical Equipment Maintenance Expert and Finance Expert who will primarily based at the office of the TA and interact with WBMSCL / other stakeholders as per requirements and mutual discussion. They shall attend WBMSCL office as when required.

- A. The Procurement Expert shall have the following minimum qualification and experience
 - a. MBA / CA from recognised institute
 - b. Experience in preparation of Bid Document / RFP document related to Healthcare Projects / Service Level Agreement / documents related PPP Project.
 - c. Experience of at least 5 years

- B. The Medical Equipment Maintenance Expert shall have the following minimum qualification and experience
- a. Engineering Graduate (preferably Bio-medical Engineer) with MBA from recognised institute
 - b. Experience in maintenance projects and transaction advisory for 3-6 years
 - c. Demonstrated experience in organizing and facilitating stakeholder / public / private sector consultations
 - d. Excellent analytical & report writing skills
- C. 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 / Financial Feasibility / Financial Modelling / Cost estimation.
- D. The TA team shall be responsible for supporting the Biomedical equipment maintenance programme of WBMSCL and undertaking the following services:
1. Developing roadmap for management of comprehensive maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State through stakeholder consultation.
 2. Preparation of Procurement Policy of WBMSCL.
 3. Preparation of Request for Proposal (RFP)/ Request for Quotation (RFQ), Service Level Agreement(s), etc for selection of service provider(s) for maintenance of Bio-medical equipment in the Medical Colleges / Hospitals of the State.
 4. Advising on procurement process – single/ double stage bidding, eligibility criteria, financial bid parameter, technical and financial evaluation parameters, selection process, etc.
 5. 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
 6. Monitoring operations:
 - i. Preparing guidelines, standard operating procedures for effective monitoring of maintenance activities.
 - ii. Identifying and recommending appropriate performance indicators for incorporating in the service level agreements of service provider(s) for monitoring the maintenance of Bio-Medical equipment in the Medical Colleges / Hospitals of the State.
 - iii. Reviewing progress (monitoring) to assess interim performances of the service provider(s) in accordance with the terms of contract / agreements, timeline and standard of performance.
 - iv. Regular monitoring and providing feedback, highlight / flag issues of significance on immediate basis.
 - v. Advising on corrective action or contract termination, as the case may be, related to the maintenance services of the service provider(s)
 7. Service Provider Facilitation:
 - i. Supporting WBMSCL in mapping and assessing service provider resources, developing a data base on maintenance service providers of Bio-medical equipment.
 - ii. Facilitating service provider consultation / dialogue and helping in designing and implementing plan for service provider engagement in line with State's 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 by the TA.

4. Role of WBMSCL

- 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 Medical Equipment Maintenance and Finance Experts

5. Time schedule

The appointment of TA will be initially for 6(six) and renewable based on performance and on mutually understanding.

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 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. 40,000/- should be submitted ONLINE through e-tender portal of Govt. of West Bengal on wbtenders.gov.in.
- iv. Experience of similar assignments completed in last 5 years along with list of clienteles supported by documentary testimonials / work order / completion certificate, etc.
- v. Organization chart, list of key professional staffs and CV of the nominated professional experts (Medical Equipment Maintenance Expert and Finance Expert) as per format given in **Appendix-II**.
- vi. 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.
- iii. The selected supplier should submit Performance Bank Guarantee (PBG) @ 5% of the contract value within 14 days from the date of receipt of Award of Contract. The PBG should remain valid for a period of at least 9 months from the date of issuance of PBG.
- iv. A formal contract will be signed between the selected Agency & WBMSCL on receipt of PBG.

Section - 4
Information Memorandum

1.1 General

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

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, WBMSCL 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 WBMSCL 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

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

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, WBMSCL 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 WBMSCL 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

WBMSCL 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.

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 WBMSCL, 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 WBMSCL.

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 WBMSCL.
- (b) Deliverables of the selected agency shall be of exclusive ownership of WBMSCL 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 WBMSCL 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:

Managing Director, WBMSCL
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)

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

To
Managing Director
West Bengal Medical Services Corporation Limited
Swasthya Sathi Building, Swasthya Bhawan Premises
GN-29, Sector-V, Salt Lake, Kolkata-700091

Madam,

Financial quote for additional 1 (one) month, if required after execution of contract for a period of 6 (six) month,

Sl.	Item description	Unit	Basic quote (Rs)	Taxes & Duties (Rs)	Total quote (amount with Taxes & Duties) in figure (Rs)	Total Quote amount in words (Rs)
1	Rate per month for deploying professional experts after the stipulated 6 (six) month period for 1 (one) month for Finance Expert	Rate only				

The financial quote for execution of contract for a period of 6 months should be quoted in BOQ in .xls and the same will be evaluated for selection of bidder.

Note:

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