



RFP Number: UWC/2024/RFP/MU

Date: 26-10-2024

ENGAGEMENT OF HEALTH
SERVICES PROVIDER FOR
ESTABLISHMENT OPERATION
AND MAINTENANCE OF
MEDICAL UNIT

Kolkata Uniworld City
Apartment Owner's
Association (KUCAOA)

New Town, Action area III, Kolkata-
00160

Contents

1. DISCLAIMER	4
2. INTRODUCTION	5
3. OBJECTIVE	6
4. KEY DETAILS OF THE RFP	7
5. SCOPE OF WORK	8
6. ROLES AND RESPONSIBILITIES.....	11
7. ELIGIBILITY CRITERIA	14
8. SUBMISSION OF TECHNICAL PROPOSAL ('BIDS')	15
9. BID INFORMATION.....	19
10. SELECTION PROCESS AND METHODOLOGY	22
11. SELECTION OF SUCCESSFUL BIDDER.....	25
12. AWARD OF CONTRACT	25
13. EXECUTION OF THE CONTRACT	26
14. SPECIAL TERMS AND CONDITIONS.....	27
15. LEGAL AND COMPLIANCE REQUIREMENTS.....	31
16. CORRUPT OR FRAUDULENT PRACTICES	33
17. DISPUTE RESOLUTION, GOVERNING LAW AND LEGAL JURISDICTION.....	34
18. GLOSSARY OF TERMS	35

ANNEXURE- I.....	36
ANNEXURE II (A).....	37
ANNEXURE-II (B)	37
ANNEXURE III	38
ANNEXURE IV.....	40
ANNEXURE V.....	40
ANNEXURE VI.....	40
ANNEXURE VII.....	42
ANNEXURE VIII.....	43

1. Disclaimer

The **Kolkata Uniworld City Apartment Owner's Association ('KUCAOA')** has prepared this **Request for Proposal ('RFP')** to provide background information on the project and invite interested parties to submit their bids. While every effort has been made to ensure the accuracy of the information provided, KUCAOA does not make any warranty, express or implied, regarding the completeness or accuracy of the RFP.

The information contained in this RFP is not exhaustive and may be subject to updates or amendments at the discretion of KUCAOA. Interested parties must undertake their own assessments and investigations before submitting a bid. No reimbursement of costs will be made to entities for any expenses incurred during the submission of a proposal.

This RFP does not constitute a contract or offer of any kind. KUCAOA reserves the right to modify any part of this document or reject any or all bids without assigning any reason. The Service Provider is solely responsible for ensuring compliance with all applicable laws and regulations.

The information provided should not be regarded as a complete or authoritative statement of law. KUCAOA does not accept responsibility for the accuracy or interpretation of any legal provisions.

2. Introduction

The Kolkata Uniworld City Apartment Owners Association (**'KUCAOA'**), invites proposals from experienced healthcare providers for the **Establishment, Operation, and Maintenance ('EOM')** of a **First Aid cum Emergency Medical Unit ('FACEMU')** within its large residential complex known as **UNIWORLD CITY ('UWC')** in New Town, Action Area III, Kolkata- 700160. With over 2,900 families residing in the complex, the need for accessible, on-site healthcare services has become essential.

The proposed FACEMU will provide immediate first aid, routine health checkups, telemedicine consultations, and emergency response services. The selected healthcare partner will be responsible for setting up and managing the unit to ensure residents receive timely, reliable care without needing to leave the complex. This initiative is part of KUCAOA's commitment to improving the well-being of its residents by offering convenient and high-quality medical services close to home.

Through this RFP, KUCAOA seeks a healthcare provider capable of delivering efficient, community-focused healthcare that meets the needs of this large and diverse population.

3. Objective

The objective of this RFP is to engage a qualified healthcare provider to establish, operate and maintain a **First Aid cum Emergency Medical Unit ('FACEMU')**. The unit will offer:

- **First Aid Services:** Immediate care for minor medical conditions.
- **Health Monitoring:** Routine health checks like blood pressure and blood sugar monitoring.
- **Telemedicine:** Virtual consultations with specialists in General Medicine, Orthopedics, Pediatrics, and other fields.
- **Emergency Services:** Protocols for stabilizing and evacuating patients to hospitals in emergencies.

The goal is to provide UWC residents with easy access to quality healthcare services, ensuring their medical needs are met efficiently and safely. The selected provider will manage all aspects of the unit's operations while ensuring compliance with relevant health regulations.

4. Key Details of the RFP

Particulars	Details
RFP Number	UWC//RFP/MU/2024
Date of Issue	31 st Oct 2024
Pre-Bid Meeting	[please see time line under p-16]
Last Date of Submission of Bids	[please see time line under p-16]
Submission Address	Office of the Facility Manager, Flat No. – 001, Down Town Tower – 2 Uniworld City, New Town, Action Area III, Kolkata-700160
Contact for Queries	Email: fm@kucaoa.in Phone: (033) 4064 – 8132 / +91-8296069461
Earnest Money Deposit (EMD)	INR 1,00,000 (in the form of a Bank Guarantee)
Performance Security Deposit	INR 5,00,000 (in the form of a Bank Guarantee)

5. Scope of Work

The successful bidder will be responsible for establishing and operating a fully functional medical unit, as well as managing all medical services provided to residents.

Phase I: Immediate Setup & Operations

1. Establishment, Operation and Maintenance of the FACEMU:

- The **Service Provider** ('SP') will be responsible for establishing, operating, and maintaining the FACEMU within 60 days of contract signing.
- Initially, the FACEMU will operate for **8 (eight) hours a day, 7 (seven) days a week** initially, with the potential to extend to **12 (twelve) hours a day, 7 (seven) days a week**, based on demand of the residents.
- The medical unit will be staffed by a **senior, qualified nurse** provided by the SP, under the clinical guidance and supervision of a senior medical officer from the hospital.

2. Telemedicine and Video Consultations:

- The SP will display a **panel of doctors** specializing in fields such as General Medicine, Orthopedics, Gynecology, Pediatrics, Cardiology, and ENT, for video consultations.
- The senior nurse will facilitate video consultations with specialists or assigned medical officer of the main hospital and patients at specified time slot as may be assigned by the hospital.

3. Basic and First Aid Services:

- The nurse will provide basic medical services such as **blood pressure monitoring, blood sugar checks, administering Injections, dressing wounds**.
- The nurse will also provide / administer injections, and dressing based on external prescriptions from registered doctors.
- The **First Aid services** will be available, and will be extended to all residents, facility staff, and others working in the campus. These services will be **chargeable** with terms agreed upon between the SP and KUCAOA.
- **Comprehensive Health checkup** will be provided for all adults aged 40 years and above. The exact modalities will be agreed upon between the SP and KUCAOA.

4. Handling of Snake Bites:

- The nurse will be trained in the immediate management of snake bites, including administering anti-venom where available or stabilizing the patient and preparing them for transfer to the nearest hospital.
- The clinic will maintain basic anti-venom stock and ensure proper protocols are in place for prompt treatment.
- The nurse will follow emergency procedures to assess symptoms, prevent further venom spread, and ensure rapid transportation to the hospital if necessary.

5. Management of Anaphylactic Shock:

- The nurse will be trained in identifying and treating anaphylactic shock. Immediate administration of adrenaline (epinephrine) via auto-injectors or pre-filled syringes will be provided.
- The clinic will maintain a stock of adrenaline, antihistamines, and other emergency medications to treat severe allergic reactions.
- The nurse will follow established protocols to stabilize the patient and ensure transportation to a hospital if further treatment is necessary.

6. Operating Hours and Working Schedule:

- The **First Aid unit** in FACEMU will available from **8 a.m. to 8 p.m.**, seven days a week.
- The Polyclinic (medical unit) will operate for **eight hours a day, six days a week**.
- The working schedule shall be worked out in consultation with KUCAOA. The timings may be altered at a later date depending upon mutual convenience.

7. Specialist Consultations and SOP Setup:

- The Service Provider will provide access to specialist consultations via telemedicine and ensure the implementation of **Standard Operating Procedures ('SOP')** for patient handling and services.
- The FACEMU will be required to maintain medical records for all patients and assist in routine check-ups as necessary.

Phase II: Emergency and Specialist Services

1. Emergency Evacuation SOP and Rapid Response System:

- After stabilization of the unit in **Phase I**, within one month, the SP will implement Standard Operating Procedures for emergency evacuation from multistoried apartments. This includes engaging and training Tower Guards as first point of contact, stabilizing patients in the FACEMU (if operational) and transporting them to designated hospitals under a **Rapid Response System** ('RRS').
- The patient will first be stabilized at the nursing station before being transported to the hospital if required.
- The emergency department of the Service Provider will play a key role in evacuating, transporting, admitting patients, and initiating treatment with minimal delay.
- Full arrangements for emergency evacuation must be in place within two months of award of contract [NOA].

2. Specialist Services and Telemedicine Expansion:

- Based on need of patients, the SP will initially post one specialist once a week each in General Medicine, Cardiology, Orthopedics, Pediatrics, Gynecology and ENT in a designated time slot. This arrangement shall be worked out by the Management of KUCAOA in consultation with the SP. The **thrust/focus** will be on encouraging video consultations through telemedicine unless physical interaction is deemed necessary.

3. Engagement of Resident Doctors:

The SP will facilitate the engagement of resident doctors within UWC to provide consultancy services in key areas such as cardiology, medicine, pediatrics, orthopedics, gynecology, ENT.

- **Sunday Schedule:** Sundays will be reserved for resident doctors, with the station nurse present to assist. This will initially run on a trial basis, depending on doctor availability and patient demand.
- **Fee Structure:** The core medical group of KUCAOA, in consultation with the SP will determine the fee structure for the resident doctors offering services.
- **Credential Verification:** The SP will verify the credentials of participating doctors to ensure quality care.

6 Roles and Responsibilities

KUCAOA's Responsibilities:

1. Provision of Space:

KUCAOA will allocate approximately 800 sq. ft. of space for the medical unit/clinic. This area may be increased based on the requirements of the Service Provider.

2. Infrastructure and Facilities:

The following infrastructure and facilities will be provided by KUCAOA:

- A dedicated medical examination space, decontamination room with hot and cold water, and a rest room for the nurse during emergencies or extended shifts.
- Power backup, telephone connection, Wi-Fi, and other essential utilities.
- Fire extinguisher, desktop computer with printer, ceiling fans, and wheelchair facilities.
- Toilets for both genders.

3. Routine Cleaning and Sanitation:

KUCAOA will handle daily cleaning of the unit, including sanitation of the toilets and general upkeep of cleanliness.

4. Maintenance of Civil, Plumbing, and Electrical Services:

KUCAOA will be responsible for the maintenance of civil, plumbing, and electrical services within the medical unit.

5. Consultation on Furnishing:

KUCAOA may consult with the successful bidder at an appropriate time regarding the internal furnishing and layout of the proposed medical unit/clinic.

6. Support for Licensing:

KUCAOA will assist the service provider in obtaining necessary licenses for the operation of the medical unit, if required.

7. Resident Communication:

KUCAOA will help facilitate communication between the service provider and residents, ensuring smooth operation and usage of the medical services offered.

Healthcare Provider's Responsibilities:

1. Operations:

The provider will be responsible for the day-to-day operation of the medical unit, including staffing, equipment maintenance, and service provision.

The SP shall also ensure that sterilization, disinfection procedure, biosafety measures are strictly followed as per best practices prevalent under the hospital industry and applicable environmental law.

2. Medical Licensing and Compliance:

The provider must ensure compliance with all statutory requirement, Indian Medical Association (IMA) guidelines, the West Bengal Clinical Establishment Rules, 2003 and as amended to date, and any other relevant legal or statutory requirements applicable under the West Bengal State government, as well as Central government.

3. Credentialing:

The healthcare provider will verify the credentials of all medical personnel, including resident doctors, who participate in the provision of services at the clinic.

4. Emergency Evacuation Procedures:

The healthcare provider must implement and maintain emergency evacuation SOPs to handle medical emergencies, including coordination with local emergency services and transportation to hospitals.

5. Licensing:

It shall be obligatory on the part of SP to help KUCAOA in obtaining medical license for EOM of the First Aid Cum Emergency Medical unit (FACEMU) inside the UWC residential complex.

6. Coordination with KUCAOA's Board of Management (BOM)

The Service Provider will work in close coordination with the Board of Management of UWC (to be formed later), especially regarding emergency protocols, patient handling, and overall medical operations.

7 Eligibility Criteria

To participate, the bidder must meet the following minimum eligibility criteria:

1. Experience:

The bidder should have a minimum of 10 years of experience in providing healthcare services and managing similar facilities.

2. Accreditation:

The bidder should be NABH (National Accreditation Board for Hospitals & Healthcare Providers) accredited or possess equivalent certifications.

3. Financial Stability:

The bidder must have an annual turnover of at least Rs. 50 crore in the last financial year (2023-2024), with audited financial reports to be submitted as proof.

4. Operational Capability:

The bidder must demonstrate the ability to establish and operate medical units in residential settings, with a history of successful implementation in other housing complexes, hospitals, or healthcare facilities.

8 Submission of Technical Proposal ('Bids')

1. Submission Process:

Bidders must submit their technical proposals in a sealed envelope typed out neatly by speed post or hand delivered (in duplicate), clearly labeled “Competitive Technical Bids for engagement of Service Provider”. The envelope must contain the required documentation, including Annexures I-VIII, and must be submitted by **16th November 2024, 05:00 PM**. The proposal will be signed by legally authorized person (s) of the SP.

2. Submission Address:

Office of the Facility Manager,
Uniworld City,
0001, Downtown Tower 2,
Uniworld City
New Town, Action Area III, Kolkata-700160.

3. Timeline:

Sl. No.	Particulars	Timeline(Last- date)
1.	Uploading of Notice Inviting bids in the Website of KUCAOA.	28-10-2024
2.	Publication of RFP in the Newspaper.	Between 28-10-2024 and 29-10-2024
3.	Receipt of query by the bidder in relation to bid document.	07-11-2024
4.	Pre-bid Meeting, 1st Floor, UNICLUB, Club Building, Uniworld City (Opposite Karigori Bhavan), Action Area – III, Rajarhat, New Town, Kolkata- 700160	10-11-2024
5.	Pre-bid query disposal, if any	12-11-2024
6.	Bid submission start date.	13-11-2024 @10A.M
7.	Bid Submission closing date.	16-11-2024 @5P.M
8.	Opening of Technical Bid in presence of the bidders (not more than one person per bidder) at the office of KUCAOA mentioned above.	17-11-2024
9.	Declaration of result in web-site of KUCAOA	23-11-2024

4. Required Documents:

The proposal must contain all required documentation as per the enclosed format(s) along with Annexures I-VIII (as specified in this RFP). A list of required documents are listed below.

- **Profile:** Company Profile detailing, ISO Certification, Awards won, NABH accreditation etc.
- **Plan:** Detailed plan on how they wish to execute the entire project, including SOP for Emergency evacuation.
- **Manpower:** Assessment and deployment of tentative manpower required for the project in the first phase and in the second phase.
- **SOP:** SOP detailing handling of emergency evacuation of patients from multistoried complex, stabilizing (if required) and there after transporting the patient to the hospital (of their choice) under **RRS** should be clearly spelt out.
- **Audited financial reports** for the last three financial years.
- **Annexures I-VIII** (as specified in this RFP).
- **Past Experience:**
 - List of similar completed assignments along with copies of Work Orders/Contract Agreements & Work Completion Certificates to be enclosed. The work experience can be in any state outside the state of West Bengal also.
 - List of such projects where due to any disputes; litigation/arbitration was invoked and or the services were abandoned/suspended by the SP.
 - Appreciation Letters from clients, if any.
- Self-attested documentary proof(s) in respect of the details furnished in the proposal.
- Any additional information which they deem it fit and necessary regarding proving their capabilities.

5. Earnest Money Deposit ('EMD')

EMD of Rs. 1, 00,000 is to be deposited in the form of a Bank Guarantee from a nationalized bank. The earnest money of the bidder will liable to be forfeited if the bidder withdraws his bid after opening of the bid, or fails / refuses to enter into written agreement of his accepted bid within the time specified. The Earnest Money of unsuccessful bidders shall be refunded after finalization of the bidding process or within 3 (three) months from the date of opening of bid whichever is later.

6. Electronic Submission:

In addition to the physical submission, bidders are encouraged to send a soft copy of their bid via email to fm@kucaoa.in. However, this will not replace the requirement for physical submission.

7. Signature Requirements:

- **Proprietary Firm:** If the bid is submitted by a proprietary firm, it must be signed by the Proprietor, along with the full typewritten name and the complete name of the firm, including the current address.
- **Partnership Firm:** If the bid is made by a partnership firm, it must be signed by all partners with their full typewritten names and current addresses. Alternatively, if signed by a partner holding Power of Attorney, a certified copy of the Partnership Deed must accompany the application.
- **Limited Company:** If the bid is submitted by a limited company, it must be signed by a duly authorized person holding a Power of Attorney. A certified copy of the Power of Attorney issued by the Board of Directors must be included with the application.
- **Board of Trustees:** If the bid is made by a Board of Trustees, it must be signed by the Chairman of the Board or by an authorized person holding a Power of Attorney issued by the Board of Trustees.

8. Bid Submission Guidelines:

- Please read this scheme document carefully before submission of the bid.

- Complete set of bid document shall be available for free download by interested bidders from web portal of KUCAOA (<https://www.kucaoa.in>).
- Bid (Technical only) should be submitted physically by dropping it in the tender box kept in the facility office or through speed post.
- Since the project does not entail any cost to the Project Authority i.e., KUCAOA, the entire process of selection shall be based on single bid system.
- If any of requisite document as asked for is not submitted along with the bid, the bid submitted by the applicant may be rejected.
- Interested bidders i.e., hospitals may attend pre-bid meeting as mentioned in bid notice/timeline
- Interested bidders interested in physical inspection of the site before submission of bids as well as for any other clarification, if required, may contact the facility manager over Phone no. (033) 4064 – 8132 between Monday and Friday (10:30 am – 5:00 pm).
- The EMD of the selected applicant may be forfeited if the bidder/hospital fails to sign the contract in accordance with the terms and conditions

9 Bid Information

a. Definitions

“**Bidder**” means reputed hospitals (SP) who would provide health care services to KUCAOA residents under this agreement and are responding to this RFP.

b. Cost

The cost incurred by the bidders in preparation & submission of this application, providing clarifications or attending discussions in connection with process of empanelment shall be borne by the applicant and KUCAOA in no way will be responsible or liable for these costs regardless of the outcome of the process.

c. Site Visit

The bidders are requested to visit the site and understand the requirements of KUCAOA before submission of bids. Requests for site visits can be made on email, fm@kucaoa.in indicating the date and time for such visit.

d. Amendments of Tender Documents:

Amendments: Up until the date mentioned in the tender notice under “Incorporation of Amendments,” KUCAOA reserves the right to amend the tender documents. Amendments may be issued at AOA's own initiative or in response to a request for clarification. Any Addendum/Corrigendum issued will be in writing and published on the official website.

Binding Nature: Each addendum or corrigendum shall be binding on the bidders. It will be assumed that bidders have taken the information into account when submitting their bids, even if they have not expressly acknowledged it.

Extension of Bid Due Date: If AOA deems it necessary to extend the bid due date in order to allow bidders more time to incorporate the changes made via addendum/corrigendum, the revised date will be notified on the official website.

Oral Statements: Any oral statements made by AOA representatives regarding service quality or any other matter shall not amend the bid document.

e. Language of the Bid:

All bids and accompanying documents submitted by the bidder, as well as any correspondence between the bidder and AOA, must be in **English**.

f. Bid Validity:

Bids shall remain valid for 90 days from the date of opening. Any bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, AOA may request bidders to extend the validity period or submission date and this request shall be made in writing.

g. Opening of Bids

KUCAOA shall open the bids as per date and time specified in the Tender Notice. In case of a change, bidders are requested to check the web site on regular basis for changes/amendments if any.

Only one representative per bidder will be allowed to be present at the time of bid opening.

h. Withdrawal / Modification of bid.

No bid shall be modified or withdrawn during the validity period of the bid.

i. Rejection of Bid.

The following points outline the key criteria that could result in the rejection of a bid.

- **Suppression of Information:** Any suppression or misrepresentation of facts by the bidder may lead to the cancellation of engagement. If such information is discovered after empanelment, the Service Provider's engagement may be terminated. Incomplete applications will also result in immediate rejection.
- **Non-compliance with Required Formats:** All requested information must be submitted in the prescribed format. Non-submission or deviation from the required format will result in the bid being deemed **NON-RESPONSIVE**, leading to rejection.

- **Responsiveness of Bids:** After opening the bids, the submitted bids will first be evaluated for their responsiveness. A bid will be considered non-responsive and rejected if
 - If a bid is incomplete in any respect.
 - If a bid is not signed by the authorized representative.
 - If the bid is not submitted in the prescribed format.
 - If there are any material alterations, deviations, or omissions in the bid.
 - Such bids may be deemed non-responsive and be rejected.

j. Clarifications on Bids.

No further information will be entertained after submission of the bid, unless it is called for by KUCAOA. In evaluating the bids, KUCAOA may seek clarifications from the bidders regarding the information in the bid by making a request to the bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the bidder to KUCAOA quickly in writing only within the time specified for this purpose.

If a bidder does not provide clarifications sought by KUCAOA within the prescribed time, KUCAOA shall reject its bid. In the event that KUCAOA elects not to reject the bid, KUCAOA may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall not be allowed to subsequently question such interpretation.

k. Confidentiality and Proprietary Data:

The bidding process, the bidding documents and the bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the state capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.

- The RFP documents, and all other documents and information that are provided by KUCAOA are and shall remain the property of KUCAOA and are provided to the bidders solely for the purpose of preparation and the

submission of their bids in accordance with the bid documents. The bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their bids.

- KUCAOA shall not be required to return any bid or part thereof or any information provided along with the bid to the bidders, other than in accordance with provisions set out in these tender documents.
- The bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the successful bidder to any person who is not officially concerned with the bidding process or is not a retained professional advisor advising KUCAOA or such bidder on or matters arising out of or concerning the bidding process.
- Except as stated in these tender documents, KUCAOA will treat all information, submitted as part of a bid, in confidence and will require all those who have access to such material to treat it in confidence. KUCAOA shall not divulge any such information unless as contemplated under these tender documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and or KUCAOA or as may be required by law (including under the (RTI Act, 2005) or in connection with any legal process.

10 Selection Process and Methodology

As Bids that KUCAOA will be receiving will be Technical Bids only, without any financial components will be evaluated on the following parameters:

1. Selection Process:

This RFP is based on a technical evaluation only, as no financial bids are being sought. Bidders will be ranked based on their technical scores, with R1 representing the highest score, followed by R2, R3, and so on. The evaluation will be based on the data provided in the proposals.

- After the initial evaluation and ranking, shortlisted bidders will be invited to make a technical presentation at the facility office. The scores from the presentation will be added to the initial evaluation to determine the final ranking.
- The contract will be awarded to the bidder ranked R1. If R1 withdraws, the offer will be made to R2, and subsequently to R3 if necessary. Should R3 also decline, the process will be deemed unsuccessful, and a fresh RFP may be issued.

Bidders are encouraged to provide all necessary information with accuracy and completeness.

2. Evaluation Criteria for Bidders:

Bids will be evaluated purely on technical criteria, with no financial component included in the scoring. **A minimum financial turnover of ₹50 crore (FY 2023-24) is required to qualify for the bidding process.** The total score will be based on points accumulated across various categories, as outlined below.

Criteria	Scoring Range	Maximum Marks
1. Registration and Establishment (Years in Healthcare)	- 10-15 years: 4 marks	10 marks
	- 15-20 years: 6 marks	
	- Over 20 years: 10 marks	
2. Experience in Establishing Medical Unit (West Bengal)	- 1-5 years: 4 marks	10 marks
	- 5-10 years: 6 marks	
	- Over 10 years: 10 marks	
3. Experience in Establishing Medical Unit (Outside West Bengal)	- 1-5 years: 4 marks	10 marks
	- 5-10 years: 6 marks	
	- Over 10 years: 10 marks	
4. Proximity of Hospital to Uniworld City (by road)	- Within 15 km: 10 marks	10 marks
	- 15-25 km: 6 marks	
	- More than 25 km: 4 marks	
5. Special Facilities Available	- Burn Ward: 6 marks	10 marks
	- Blood Bank: 4 marks	
6. Discount on Bed Charges (Single/Double Occupancy & Executive Suite)	- less than 10%: 4 marks	10 marks
	- 10-20%: 6 marks	
	- Above 20%: 10 marks	
7. Discount on Medicines	- 1-10%: 4 marks	10 marks
	- 10-15%: 6 marks	

	- Above 15%: 10 marks	
8. SOP and Emergency Handling Plan	Detailed SOPs for patient stabilization and evacuation	10 marks
Total Marks (Cumulative Table)		80 marks

3. Final Evaluation and Ranking:

- Bidders will be ranked based on their cumulative total (C.T.), with the highest cumulative score earning R1.
- A minimum score of 40% is required to qualify for final ranking.
- In case of a tie, the bidder with the highest aggregate financial turnover over the last three financial years (FY 2021-22, and 2022-23 and 2023-24) will be considered for a higher ranking.
- The contract will be awarded to the bidder ranked R1. If R1 withdraws or is unable to proceed, the offer will be made to R2, and subsequently to R3 if necessary. If all top-ranked bidders withdraw, the RFP process will be treated as null and void, and a fresh RFP may be issued.

4. Selection Committee:

KUCAOA shall form a Selection committee (SC), to undertake selection and ranking of bidders.

5. Decision Making Authority:

KUCAOA reserves the right to accept or reject any one or all bids and to annul the process and reject all the applications at any time without assigning any reason(s) thereof and without thereby incurring any liability to the bidder or without informing the bidder of the grounds for the Employer's action

6. Canvassing:

If any bidder engages in canvassing or attempts to influence the selection process of the successful bidder or the issuance of the Notification of Award (NOA) in any manner, such a bidder shall be disqualified from the process. Any form of canvassing will result in immediate disqualification without further consideration.

7. Misrepresentation by the Bidders

The Selection Committee reserves the right to reject any bid if a material misrepresentation is made by the bidder or if the bidder fails to provide supplementary information requested by the committee within the specified time. If, during the evaluation or at any time before or after contract execution, the bidder is found to have provided incorrect or false information, the bidder shall be disqualified immediately, even if already selected as the successful bidder.

8. Clarification and Queries

- If the bidder requires any clarification regarding the Tender Documents, they must notify KUCAOA in writing. All queries must be received on or before the date and time specified in the Tender Notice.
- KUCAOA will endeavor to respond to any request for clarification or modification of the Tender Documents by the specified deadline. Written responses will be made available to all bidders.
- KUCAOA reserves the right not to respond to any query or provide clarification if it deems the query irrelevant or likely to affect the ranking of the bidders.

11 Selection Of Successful Bidder

Since there is no significant financial contribution by AOA to the project, the technical score will play a decisive role in selecting the successful bidder.

After evaluation, KUCAOA will notify eligible bidders whose bids are found to be substantially responsive. These bidders will be invited to attend the Selection Meeting where the successful bidder will be selected.

Bidders whose bids are found non-responsive will not be notified, and their bids will not be evaluated further.

12 Award Of Contract

Upon selecting the successful bidder, KUCAOA will issue a Notification of Award (NOA) confirming the contract.

KUCAOA will enter into an agreement with the successful bidder that shall set out the terms and conditions for implementation of the scheme. The final draft of the agreement will be provided to the bidder within 10 days of their acceptance of the NOA.

13 Execution of the Contract

KUCAOA or its authorized representative and the successful bidder must execute the contract within 15 days of the acceptance of the NOA by the successful bidder. The contract shall be executed in the form of the final draft provided by the KUCAOA. The entire project comprising the two phases of the medical unit has to be completed/commissioned within sixty days from the date of signing the agreement, between KUCAOA and the Service provider.

14 Special Terms and Conditions

1. Contract Period:

The contract will be for 2 (two) years from the date of notification of award ('NOA'). KUCAOA reserves the right to extend the period of engagement for a further period of one year based on a formal assessment of the Service Provider's compliance with the terms of the contract and performance in managing the medical unit. The decision of KUCAOA in this regard shall be final.

2. Termination of Contract:

KUCAOA reserves the right to terminate the contract with 30 days' notice if the Service Provider fails to comply with the agreed terms, breaches any statutory regulations, or underperforms. Immediate termination can occur in the event of corrupt, unethical practices, fraud, or medical negligence. Any of the following events shall constitute an event of default by the service provider entitling KUCAOA to terminate this agreement and subsequent forfeiture of Security deposit / performance guarantee by the KUCAOA.

- Failure to commence the services in the Medical Unit within two months of signing the agreement.
- Failure to comply with SOPs for operation and management of the Polyclinic and emergency handling of patients within two month from notification of award of contract.
- Failure to comply with the statutory requirements, Clinical Establishment Acts, Rules and other applicable rules/Act of the State Govt.
- Engagement of unqualified and untrained staff for running the services
- Use of the allocated space by the service provider for any other purpose other than for which it is meant, without the written permission of KUCAOA.
- If the service provider fails to provide service as per the norms of the agreement or discontinues service due to any reason whatsoever including personal grounds before the contract periods end, the security deposit shall be forfeited.
- Any other act of medical negligence, fraudulent practices or any other such act against medical ethics, shall be viewed seriously.

Upon occurrence of any of the defaults, mentioned above, KUCAOA would follow the procedures of issuing time bound (one month) Notice / Show Cause before deciding on termination of the agreement.

The decision of the KUCAOA authority to terminate the agreement shall be final and binding on the SP.

- **Handover upon Termination:**

- Upon termination of this agreement for any reason including expiry of validity of agreement, the SP must return possession of the medical unit to KUCAOA. The SP shall remove all materials or equipment installed by them within a reasonable timeframe, agreed upon with KUCAOA. In doing so, the SP must avoid any damage to the medical unit.
- KUCAOA has the authority to enter the premises, take possession, and assume control of the medical unit. An inventory of items will be made in the presence of two witnesses before full possession is taken.

3. **Performance Security:**

The SP must furnish a performance security deposit of Rs. 5, 00,000 in the form of a **Bank Guarantee from a nationalized bank**, valid for the entire contract period. If the services provided are not in accordance with the terms of the contract, AOA may impose penalties, which will be recovered from the performance security as liquidated damages. Depending on the severity of the breach, AOA reserves the right to forfeit the entire performance security.

4. **Force Majeure:**

If the performance of the agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of *force majeure*, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of

the anticipated delay in the performance of the agreement and as from the date of that notification the KUCAOA may at its discretion either terminate the agreement forthwith or suspend the performance of the agreement for a period not exceeding six months.

At the expiry of such period of suspension the SP may either agree for a further period of suspension or treat the agreement as terminated. In the event of the contract being terminated by reason of force majeure. The service provider shall take such steps as are necessary to bring their services to an end, in a cost effective, timely and orderly manner.

5. Subcontracting:

The Service Provider shall not subcontract any part of the services under this contract without the express written consent of KUCAOA. All subcontracted personnel must meet the same qualifications and certifications as the primary Service Provider.

6. Confidentiality and Proprietary Data:

The Service Provider must maintain the confidentiality of all patient data, resident information, and operational details. Any breach of confidentiality may result in contract termination and legal action.

7. Indemnity:

The SP shall indemnify, defend, and hold the KUCAOA, harmless against all proceedings, actions and third-party claims arising out of a breach by the service provider of any of its obligations under this agreement.

8. Compliance and Audits:

KUCAOA reserves the right to conduct compliance audits at any time during the contract period to ensure adherence to the agreed-upon services and legal requirements. The Service Provider must fully cooperate during such audits.

9. Penalties for Non-Compliance:

In the event of non-compliance with the terms of the contract or failure to meet service standards, KUCAOA reserves the right to impose financial penalties. The amount will depend on the severity of the breach and may include deductions from the performance security.

15 Legal and Compliance Requirements

The Service Provider (SP) must ensure full compliance with all applicable laws, rules, and regulations at both the national and west Bengal state levels, including those governing clinical establishments, healthcare services, bio-medical waste management, and telemedicine.

1. Compliance Responsibilities

- The SP must obtain all necessary licenses and approvals, including registration with the West Bengal Clinical Establishment Council and relevant local authorities.
- The SP must ensure full adherence to the Indian Medical Association (IMA) guidelines and any other governing bodies is mandatory.
- The SP must ensure that the FACEMU complies with national and state-level healthcare laws, covering aspects such as healthcare services, telemedicine, bio-medical waste management, and staff credentials.
- The SP must ensure the proper segregation, collection, and disposal of bio-medical waste in accordance with the Bio-Medical Waste Management Rules, 2016 and any amendments.
 - Bio-medical waste must be handled according to prescribed guidelines, ensuring appropriate color-coded bins and safe disposal procedures.
 - The SP must engage a licensed bio-medical waste management provider to ensure waste is transported to and treated at an authorized facility.
 - Regular audits and documentation of waste handling and disposal must be maintained, and reports must be made available to the KUCAOA as required.
 - Staff must be trained in bio-medical waste handling and protective measures should be provided to ensure safety.
- The SP are expected to maintain adequate insurance coverage for the following events to insure bidder's risk against
 - Professional Liability

- Public Liability
- Loss or damage to equipment, property in connection with this contract.
- Personal Injury or death of the employees/staff working in the clinic.
- Medical Insurance for employees/staff working in the clinic

2. Future Amendments

The Service Provider must ensure ongoing compliance with any future amendments or new laws introduced during the contract period. Failure to adhere to current or future legal obligations may result in penalties, contract termination, and forfeiture of the performance security deposit.

16 Corrupt or Fraudulent Practices

The KUCAOA requires that the Service Provider maintain the highest ethical standards during the submission of applications and throughout the engagement process. KUCAOA defines, for the purpose of these provisions, the following terms set forth below:

1. Definition of “Corrupt Practice”:

Corrupt practice refers to offering, giving, receiving, or soliciting anything of value to influence the actions of a public official or any party involved in the selection process or execution of the contract.

2. Definition of “Fraudulent Practices”:

Fraudulent practice refers to misrepresentation or distortion of facts in order to influence the selection process, causing detriment to the KUCAOA. This includes collusion between bidders to restrict competition.

3. Consequences of Corrupt or Fraudulent Practices:

The KUCAOA will reject any proposal where it is determined that the bidder has engaged in corrupt or fraudulent practices. Furthermore, KUCAOA reserves the right to cancel the engagement with any SP found to be engaging in such practices during contract execution.

4. Ineligibility for Future Contracts:

If at any point it is found that a bidder or SP has engaged in corrupt or fraudulent practices, KUCAOA reserves the right to declare the bidder ineligible for future contracts, either indefinitely or for a specified period.

17 Dispute Resolution, Governing Law and Legal Jurisdiction

In the event of any disputes or disagreements arising out of or in connection with the bidding process or the contract, the parties will first attempt to resolve the matter through amicable negotiations with the intervention of a mutually agreed official of KUCAOA and the Service Provider.

If the dispute remains unresolved, it will be referred to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**.

The entire bidding process, the tender documents, and the contract shall be governed by and construed in accordance with the laws of India. The courts in the State of West Bengal shall have exclusive jurisdiction over all disputes, litigations, and legal matters arising from or related to the bidding process and the contract. The **High Court of Kolkata** will be the designated court for any legal proceedings related to this contract.

18 Glossary of Terms

The words and expressions that are capitalized and defined in these RFP Documents shall unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the RFP Document shall have the meanings ascribed to it in the Main contract.

Term	Description
KUCAOA	Kolkata Uniworld city apartment Owners Association, a registered multistoried housing complex under West Bengal Apartment Ownership Act, 1972.
FACEMU	First Aid cum Emergency Medical Unit
SP	Service Provider
RFP	Request for Proposal
EMD	Earnest Money Deposit
NABH	National Accreditation Board for Hospitals & Healthcare Providers
IMA	Indian Medical Association
SOP	Standard Operating Procedures
RRS	Rapid Response System
BG	Bank Guarantee
RTI	Right to information Act 2005
OPD	Out Patient Department
INR	Indian Rupee the lawful currency of the Republic of India
GRC	Grievance Redressal Committee
EOM	Establish Operate and Maintain
EOI	Expression Of Interest
PPP	Private Public Partnership
Bid	Each proposal submitted by a bidder, including a financial bid and technical bid. Bids shall mean, collectively, the bids submitted by the bidders.
Bidder	A person who submits a bid authorized on behalf of the company / the institute in accordance with the tender documents.
Agreement	A contract to be signed between KUCAOA and the selected bidder
Bid due date	The last date for submission of the bids as specified in the tender notice and as may be amended from time to time.
Bidding process	The bidding process starting from inviting bids, evaluation and processing of bids and award of contract.
Technical Bid	The technical parameters of the service provider like member of beds, no. of departments, ISO certification, NABH accreditation etc.
Agreement	A contract to be signed between KUCAOA and the selected bidder.
O & M	Operation and Maintenance
Successful Bidder	The eligible bidder that has been selected by a well-defined methodology / process by KUCAOA.
Tender Document	The tender/bid document issued by KUCAOA.
Tender Notice	The notice inviting tenders for the operation and maintenance of the first aid-cum-polyclinic unit
SSH	Super Specialty Hospital
DLP	Defect Liability Period
NIT	Notice Inviting Tender
NOA	Notification of Award

Annexure- I
ORGANIZATIONAL DETAILS

S. No.	Parameter	Details
1	<p>Organizational Set-up:</p> <ol style="list-style-type: none"> 1. Name and complete address of the organization 2. Status of Firm 3. (Proprietorship/Partnership/Limited/Any other) 4. Nature of Business 5. Empanelment with Govt. Organizations <ol style="list-style-type: none"> a. (Mention names along with copies of Certificates) 6. Complete Address 7. Phone number and fax. 8. Email id. 9. Website 10. Registration Details (As per company's act/society act). 11. Number of years of experience in health care. 12. Year of incorporation of the Hospital. 13. Annual turnover of the organization for the last three financial years i.e., 20-21, 21-22, 22-23. <ol style="list-style-type: none"> a. Duly certified by an Auditor. 	
2	<p>Employee Strength:</p> <ol style="list-style-type: none"> 1. Doctors 2. Management staff 3. Nurses 4. Technicians <p>(Further details may be provided by the Applicant if the employee are categorized under other heads)</p>	
3	Whether the Hospital is NABH accredited as well as NABL accredited. Or ISO Certified. (Pl. give details.)	
4	No of departments and the bed capacity, (with categorization).	
5	<p>Whether the hospital is a Single Super Specialty /Multi Specialty Hospital? If Multi Specialty Hospital, whether it has:</p> <ol style="list-style-type: none"> a) Provision for treating Burn Patients. b) Blood Bank. c) Clinic to handle Infectious Disease (ID) patients d) Any other special feature, which you may like to mention. 	

Place & Date

Signature of the Applicant with
designations & seal.

Annexure II (A)

List of Similar projects undertaken/completed during last 5 years/currently under operation.

Sl. No	Name of Work/Project with address	Name and address of Owner/Client	Value of Work/Project	Period of Contract		Extensions, if any		Liquidated Damages, if any, imposed on Service Provider	Any other relevant information
				Start Date	End Date	From	To		

Note:

1. The list of works/projects mentioned above should be substantiated with documentary evidence such as work Orders/contract agreements and completion certificates.
2. Applications received without necessary documentary evidence are liable to be rejected.

Place:

Signature of the Applicant

Annexure -II (B)

Same format as above but for projects undertaken outside the state of West Bengal.

Annexure III

AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM ₹10/- DULY CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.S/o

R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s..... having its Head Office /Regd. Office at
2. That the information / documents / Experience certificate(s) submitted by M/s.....along with this 'Request for Proposal for Engagement of Facility Management Services Provider' to KUCAOA are genuine and true and nothing has been concealed.
3. I shall have no objection in case KUCAOA verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), in case KUCAOA demand so for verification.
4. I hereby confirm that in case, any document, information /or certificate submitted by me is found to be incorrect/false/fabricated, KUCAOA at its discretion may disqualify / reject my application for further processing out rightly and also debar me /M/s..... from participating in any future project of KUCAOA.

Deponent

I, the Proprietor / Authorized signatory of M/s., do hereby confirm that the contents of the above Affidavit are true to my knowledge, and nothing has been concealed there from and that no part of it is false.

Verified atthisday of

Annexure IV

[On the letter head of the Organization]

(Declaration)

This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization or their CEOs / partners / Managers under applicable Acts and laws’.

[Name of Bidder]

[Address of Bidder]

Date:

Annexure V

Format of undertaking regarding compliance with terms of scheme

(On letterhead of the Bidder)

From

[Name of Bidder]

[Address of Bidder]

Date:2024

To

(Address of Tender Inviting Authority)

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

I, _____ designated as _____ of _____ and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract for the “Selection of service providers for establishment, operation & maintenance of First Aid cum emergency medical unit (FACEMU) under Public Private Partnerships (PPP) model”

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and comply with the terms of the Scheme as set out in the Tender Documents and the contract(s).

Date this _____ day of, 2024

Signature

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _____

[Name of Bidder]

Annexure VI

Undertaking regarding use of qualified Manpower for the medical unit.

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date:

To

(Address of Tender Inviting Authority)

Dear Sir,

Sub: Undertaking Regarding use of qualified Manpower for O & M of the Services

I, _____ designated as _____ at _____ of _____ and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of contract(s) for the "Selection of Private Service Providers for Establishment, Operation & Management of First Aid cum Poly Clinic Unit (FACPCMU)".

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only appoint that manpower that meet the criteria specified in the Tender Documents.

Date this _____ day of, 2024

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _____

[Name of Bidder]

Annexure VII
Additional Information

Kindly provide the following details:

1. Whether company has any grievance redressal mechanism for:
 - a) For staff
 - b) Patient

If yes briefly describe the mechanism. Please mention the escalation matrix for the above redressal mechanism.
2. Whether any case is pending with the West Bengal Clinical Establishment Regulatory Commission (WBCERC) against any individual/organization. If yes, please briefly mention the case.
3. Whether the company is participating or in the past had engaged in any socially relevant project under Health Mission of the Ministry of Health and Family Welfare of the Government of India/State Government.
4. Please mention whether your hospital has been awarded or felicitated with Awards /Accolades from:
 - a) State government.
 - b) Central government.
 - c) Private/NGO.
5. Whether the Hospital had participated in any ranking survey carried out by independent agencies like Times Health Survey 2023 and 2024 etc. If yes what has been your ranking. In case you have not participated, please mention the reasons.
6. Apart from financial audit whether at any point of time medical audit has been carried out. If yes briefly describe the outcome of such an audit.
7. Academics: Whether the Hospital is engaged in any academic activity, if yes please provide details in support of your statement.
 - DNB course
 - Nurses training.
 - Publication of articles in reputed medical journals of National / International stature.
 - Seminars for staff/general public on areas of clinical interest.
 - Please mention the Doctor Vs patient ratio.
 - Please mention whether the SP is willing to offer discounts on :
 - a) Registration charges.
 - b) Bed charges
 - c) Medicines
 - d) Consumables
8. In case your company publishes annual report, please enclose a copy of such latest annual report.

Annexure VIII

Undertaking to be given by the bidder accepting the terms and conditions of the bidding document unconditionally.

N.B. There is no standard format for the above undertaking, but the undertaking should be given on the letterhead of the company and to be signed by legally authorized representative of the company/trust.

[_____ END _____]