

# **State Health Society Bihar**

**Pariwar Kalyan Bhawan, Sheikhpura, Patna-14**

## **REQUEST FOR PROPOSAL FOR FINANCIAL BID**

**FOR OPERATIONALISATION AND MANAGEMENT OF BASIC LIFE  
SUPPORT AMBULANCE SERVICES IN ALL DISTRICTS OF BIHAR**

## **BACKGROUND INFORMATION**

The Government of Bihar is committed to provide and improve the quality of health care services across the entire state. In furtherance to its commitment, the State Health Society, Bihar on behalf of the Department of Health, Government of Bihar, invites experienced and registered organizations including NGOs for operationalising and managing Basic Life Support Ambulance Services (BLSAS) in 345 PHCs, 10 SDH & 149 FRUs spread in all districts of Bihar on Public Private Partnership (PPP) module. **The Basic Life Support Ambulances with registration, comprehensive insurance & inbuilt GPS will be provided by State Health Society, Bihar.**

The objective of the Basic Life Support Ambulance Services (BLSAS) will be towards providing free of cost transportation in cases of pregnancies, sick children, senior citizens, accidents, BPL patients and other medical emergencies like myocardial infarction, snake bite, asthma, renal disorder, orthopaedic cases, cases of burn and also emergencies related to fire and police department. The cases need to be provided Life saving support during the “golden hour” and ensure efficient and immediate patient transfer to the nearest appropriate health care facility.

## Section - 1

### INSTRUCTION TO BIDDERS

The SHS, Bihar, invites financial bids from following ..... firms who have given their Eol on ..... as per the Eol conditions. Out of total ..... firms who had given their EOI along with technical proposal, the shortlisted ..... firms are as such –

(1) .....

(2) .....

(3) .....

The envelope marked “**FINANCIAL PROPOSAL**” must also be sealed and should contain/breakup the following information:-

- (1) The total capital cost of operationalizing and managing Basic Life Support Ambulance Services as per the proposed models.
- (2) Recurring expenditure on annual basis inclusive of maintenance and other operationalisation expenses including manpower (Annexure-I), instruments/ equipments (Annexure-III) & medicines/consumables (Annexure-IV).

The financial bid may be given in the following format:

Rate per BLSA (operationalising and managing cost) per month on Km slab basis. (Inclusive of all taxes and liabilities)	Amount in figure and words
a) Tata Winger ambulance	
b) Force Traveller ambulance	

#### **1.1. Responsibilities of the Organization/NGO:**

The Basic Life Support Ambulance with registration, insurance & inbuilt GPS will be provided by State Health Society, Bihar. Private Partner shall be responsible for the following services:-

- (1) Ensuring to operate and manage the ambulances 7x24 hours.
- (2) Deploying Emergency Medical Technician (EMT) and Driver. Ensure that every ambulance has at least one driver and one EMT present at any given point of time to provide patient stabilization, first aid and other pre-hospital care.
- (3) The Private Partner shall make their own investments in medicines/ consumables (Annexure-IV) with sufficient shelf life and from reputed companies.
- (4) The Private Partner shall be responsible for hiring qualified technical personnel (as per Schedule-III) and Standard Operating Procedures (SOPs) and train them for running the ambulances.

- (5) Ensuring to maintain adequate inventory stock of medicines and the consumables.
- (6) The Private Partner has to Install, operate and maintain appropriate GPS facility in Patna which would operate for 7x24 hours with centralized call centre facility.
- (7) Ensuring to maintain Computer telephony integration with ability to log calls combined with Geographical Information system (GIS) and GPRS Integrated System to facilitate quick dispatch of vehicle.
- (8) Ensuring to comprehensive training system for service and supervisory personnel in the implementation of the Emergency Response System.
- (9) The Private Partner would be responsible for the security, renewal of insurance & repairing of any damage to the ambulance with its related expenditure.
- (10) **IEC activities** - The Private Partner has the responsibility of initial media publicity through Radio, Television and Newspapers regarding BLSA services. They will take necessary steps, so that larger population can get BLSA services.

## Section - 2

### TERMS OF REFERENCE

#### **2.1 Purpose of the assignment**

Emergency is a sudden unplanned occurrence of an event that poses immediate risk to life, health, property, daily life and demands immediate action. Most emergencies require urgent intervention to prevent worsening of the situation or at least offer palliative care for the aftermath. Medical services and Medical care are one of the essential services that would be required at this stage to reduce the levels of risk on Life and Health. The Department of Health and Family Welfare, Government of Bihar, has labeled this issue as a top priority of concern and invites Private Organisations/ NGOs to operate and manage the Basic Life Support Ambulances 7x24 hours in all the districts of Bihar.

A Basic Life Support Ambulance Service system is a service providing pre-hospital acute care and transport to definitive care, to patients with illnesses and injuries which constitute a medical emergency. The aim of Basic Life Support Ambulance (BLSA) Service is to provide treatment to those in need of urgent medical care (this would include providing free of cost transportation in cases of pregnancies, sick children, senior citizens, accidents, BPL patients and other medical emergencies like myocardial infarction snake bite, asthma, renal disorder, orthopaedic cases, cases of burn and also emergencies related to fire and police department), with the goal of either satisfactorily treating the malady, or arranging for timely removal of the patient to the next point of definitive care. This is most likely an emergency department at a hospital or another place where doctors are available. These Life Saving services could be provided by the Ambulance Units, which can provide first aid treatment, transportation services and other transient services required during the process of transportation.

#### **2.2 Scope of Work**

**The Basic Life Support Ambulance with registration, insurance & inbuilt GPS will be provided by State Health Society, Bihar.**

The following activities need to be carried out by the private partners to ensure operationalization of Basic Life Support Ambulance Services in all districts of Bihar :-

- 2.2.1 The Basic Life Support Ambulance will be provided by State Health Society, Bihar. The Second Party has to provide a Driver and an Emergency Medical Technician to provide basic care during transportation of patients.
- 2.2.2 The Second Party has to set up a Control Room in Patna with 5 PRI lines, 150 parallel lines & with 60 seater call centre which would operate for 7x24 hours in a minimum of 3000 sq. ft. area through dedicated toll free three digit telephone numbers. The Control

Room will receive emergency calls related to Medical Services and from Police and Fire Fighting Services to cater to Medical Emergencies.

- 2.2.3 The second party shall provide GIS (Geographic Information System) maps, GPS (Global positioning systems) / AVL (Automatic Vehicle Location Track) and all the other necessary hardware/software for Computer Telephonic Integration.
- 2.2.4 The Second Party shall keep a record of the contact numbers and location of each of the 504 Ambulances, all Hospitals of Bihar which can provide medical emergency, all the Police Stations, Police Control Room, Police Head-quarters and Fire Services in the districts.
- 2.2.5 The Second Party shall maintain the details of different types of patients transported e.g. no. of pregnant woman, no. of sick children and like wise which will be communicated to State Health Society, Bihar on monthly basis.
- 2.2.6 On receiving call of any emergency, the Control Room shall communicate with the Ambulance, the caller and the Ambulance and shall take the patient to the nearest Level I, Level II or Level III Hospital depending upon the severity of the patient's condition. The concerned Hospital would also be informed in advance by the Control Room.
- 2.2.7 All the ambulances will have one particular colour & brand provided by State Health Society, Bihar for which the second party shall bear all expenses for stickering & branding.
- 2.2.8 The Second Party shall erect temporary shades at all places of deployment for keeping the ambulances safe from heat, dust & water.
- 2.2.9 The Second Party shall bear all expenses relating to hire of space, water, electricity charges, furniture, furnishing etc in running the Control Room.
- 2.2.10 The Control Room should also keep battery / generator backup facility so that services could be provided un-interrupted round the clock.
- 2.2.11 The second party shall do other work in case of any exigency in any part of the state (Floods, Earth quake, any other disaster) as assigned by the first party.(for which expenses shall be reimbursed on actuals on submission of bills by the Second Party.
- 2.2.12 **IEC activities** - The Second party has the responsibility of initial media publicity through Radio, Television and Newspapers regarding BLSA services. They will take necessary steps, so that larger population can get BLSA services.

## **2.3 Personnel**

- 2.3.1 Total No. of Personnel involved in pre-hospital Emergency Management shall be hired by the Second Party. (As per annexure- I) in consultation with State Health Society, Bihar, Patna.
- 2.3.2 That information for the all deployed /personnel will be provided by the second party and deployed person will always be eligible and well trained and will maintain discipline while on duty.

## **2.4. Training in Emergency Management**

- 2.4.1. Training of Ambulance staff will be done by the Second Party. Cost of the training of all Ambulance staff to be given by the second party. The first party may think of training of their Hospital Doctors and Paramedics at a later step for which supplementary agreement may be done.

## **2.5 Be Transparent**

- 2.5.1 The Second Party will provide complete information on the by laws, Articles of Association, Name and Addresses of all the directors / partners of the Second Party including any change of address / addresses of the Second Party.
- 2.5.2 The Second Party shall provide complete Management Information Reports to concerned DHS / SHSB.
- 2.5.3 The Second Party shall keep accurate and systematic accounts and records in respect of the services in accordance with accepted accounting principles and have them audited by auditors appointed by the First Party.
- 2.5.4 Create awareness within the Government by conducting programs for officials as decided by the concerned DHS / SHSB. (for which expenses shall be reimbursed on actuals on submission of bills by the Second Party.
- 2.5.5 Second Party shall fulfill all the criteria / norms as applicable under their respective law.

## **2.6 Use of Contract Documents and Information**

- 2.6.1 The Second Party shall not, without the first party's prior written consent, disclose the contract or any provision thereof or sample or information furnished by or on behalf of the Second Party in connection therewith, to any person other than a person employed by the First Party in the performance of the contract. Disclosure to any such employed person shall be made confidential and shall extend only so far as may be necessary or for purposes of such performance.
- 2.6.2 The First Party shall not, without the Second Party's prior written consent, make use of any Documentary Information enumerated in clause 2.6.1 except for purposes of performing the contract.

2.6.3 Any document other than the contract itself, enumerated in clause 2.6.1, shall remain the property of the First Party and shall be returned (in all copies) to the First Party on completion of the Second Party' s performance under the contract if so required by the First Party.

## **2.7. Payment Mode / Schedule**

2.7.1 The contract price would be paid by First Party to the Second Party.

2.7.2 Monthly Invoice to be submitted by second party to all DHS by 5th day of every month.

2.7.3 80 % of average monthly invoice of Rs ..... amounting to Rs ..... to be auto debited to second party account from respective DHS banks by ECS mode on the 15th day of the same month. In case by any chance this amount becomes more than the invoice for any particular month, then the excess amount is to be debited from monthly invoice of second party which is submitted in the succeeding month.

2.7.4 ECS form for the same purpose is to be procured from the bank by respective DHS and all requisite details of second party account to be filled and submitted back to the bank for payment processing, by the respective DHS.

2.7.5 The monthly invoice to be verified by the respective DHS and the balance amount to be transferred via RTGS to second party account by 30th day of the same month.

2.7.6 No advances shall be provided by the First Party to the Second Party.

## **2.8 Duration of Agreement**

2.8.1 Project would be valid for a period of 5 years subject to the continuation of NRHM starting from the date of signing of the contract. However the service would be commissioned within one & half months of signing the contract failing which the contract may be terminated by the First Party. The project is to be reviewed annually by DHS during the project period based on objective criteria.

2.8.2 Agreement may be renewed annually in the same districts / expanded to other districts subject to satisfactory performance of the Second Party.

## **2.9 Performance Security**

2.9.1 The Second Party will furnish within 4 weeks from date of signing of contract a Performance Security of 10% of Annual Rental Rs.....  
(Amount of performance guarantee will be decided at the time of signing of contract) and will be valid for the period of one year. This may be renewed annually.

2.9.2 The Performance Security shall be denominated in Indian Rupees and shall be in form of a Bank Guarantee by any of the scheduled banks as approved by RBI.

## **2.10 Ownership**

2.10.1 The Basic Life Support Ambulances with Equipments / Instruments (As per Annexure-II) will be provided by State Health Society, Bihar. The Control Room with manpower/ manpower for ambulances (Annexure-I), instruments/equipments (Annexure-III) &



medicines/consumables (Annexure-IV) would be provided by the Second Party for the purpose of running the Emergency Ambulance Network Service at their own cost.

- 2.10.2 The second party shall provide GIS (Geographic Information System) maps, GPS (Global positioning systems) / AVL (Automatic Vehicle Location Track) and all the other necessary hardware/software for Computer Telephonic Integration with toll free three digit telephone numbers at their own cost.
- 2.10.3 Ownership status for all movable assets created from investments made by the Second Party will remain with the Second Party.

### **2.11 Reporting & Monitoring Mechanism**

- 2.11.1 Monitoring at the District level shall be the responsibility of Civil Surgeon / DHS.
- 2.11.2 Monitoring at the State level shall be the responsibility of the concerned consultant at SHSB.
- 2.11.3 Second Party will be required to submit fortnightly physical activity reports to concerned DHS, with a copy to SHSB.
- 2.11.4 Second Party to ensure monthly reporting to the Data Centre in SHSB.
- 2.11.5 Periodic review of efficacy and effectiveness by a committee formed by SHSB/DHS, for this purpose only.

### **2.12 Contract Amendments**

- 2.12.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

### **2.13 Delays in the Second Party's Performance**

- 2.13.1 Any unexcused delay by the Second Party in the Performance of its obligations shall render the Second Party to:
- a) Daily deduction of 1.5 times the daily average cost (In case of one Ambulance not working for more than one day it may be 1.5 times of daily average cost of running one ambulance.) if there is delay in performing the task for more than a day (Ambulance repair, Staff absentee).
  - b) Forfeiture of its Performance security.
  - c) Termination of the contract for default.
- 2.13.2 Non performance may be defined as delay in reaching the site over and above normal travel time to the Emergency Site.

### **2.14. Termination for Default**

- 2.14.1 The First Party may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Second Party, terminate the contract in whole or in part:

a) If the second party fails to maintain any component of the Emergency Ambulance Network Service or perform the services within the time period(s) specified in the contract.

**Or**

b) If the second party fails to perform any other obligation(s) under the contract.

2.14.2 In the event the First Party terminates the contract in whole or in part, pursuant to clause 2.14.1, the First Party may set up Emergency Ambulance Network Service upon such terms and in such manner, as it deems appropriate, and the second party shall be liable to the first party for any excess costs for such similar Emergency Ambulance Network services. However, the Second Party shall continue performance of the contract to the extent not terminated.

## **2.15 Force Majeure**

2.15.1 Notwithstanding the provisions of clause 2.14/2.16/2.17, the Second Party shall not be liable for forfeiture of its Performance Security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

2.15.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the Second Party and not involving the Second Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2.15.3 If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such conditions and the cause thereof within a week. Unless otherwise directed by First Party in writing, the Second Party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **2.16 Termination for Insolvency**

2.16.1 The First Party may at any time terminate the contract by giving written notice to the Second Party without compensation to the Second Party, if the Second Party becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the First Party.

## **2.17 Resolution of Disputes**

2.17.1 That in case of any dispute with regard to the interpretation of any terms / word of this contract, then the meaning placed upon it by the SHSB shall be final and shall not be disputed by the Second Party.

2.17.2 The First Party and the Second Party shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

2.17.3 If, after thirty (30) days from the commencement of such informal negotiations, the first Party and the Second Party have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the Development Commissioner, Govt. of Bihar whose decision shall be final.

## **2.18 Taxes**

**2.18.1** The Second Party shall be entirely responsible for all taxes, duties, license fees, etc. incurred with respect to the transaction done for setting up of Emergency Ambulance Service Network in the state except for the Service Tax which shall be borne by the First Party at actual.

## **Annexure-I**

- All personnel will be hired by the Agency/NGO.

### **Ambulance Personnel**

1. Driver
2. Emergency Medical Technician

### **Control Room**

1. Communication Officer
2. Dispatch Officer
3. Ambulance Control Officer

## **Annexure – II**

- **Items which are already available in the Ambulances :-**

1. Stretcher
2. First Aid box
3. Oxygen cylinder cage
4. IV bottle holding hooks.

### **Annexure – III**

- Instruments/Equipments which have to be provided by the Agencies/NGO to run the Ambulances :-

	<b><u>ITEMS</u></b>	<b><u>QUANTITY</u></b>
1.	Folding Stretcher	1
2.	Oxygen Cylinder with Key (C-Type)	1
3.	Stethoscope	1
4.	First Aid Kit	1
5.	Foot Suction Machine	1
6.	AED Defib (Imported)	1
7.	Defib Tech.	1
8.	DCF-E 110	1
9.	Laryngeal Mask	
10.	Ambu Bag Set	
	- Adult	1
	- Pediatric	1
11.	Extrication Collar	2
12.	Survival Collar	2
13.	Stifneck	2
14.	Torch	1
15.	Waste Bucket (Dust Bin)	1
16.	Rubber Sit	1
17.	Bed Sheet	2
18.	Mobile Phone (For Ambulance Staff)	1

## Annexure - IV

List & quantity of medicines/consumables to be kept regularly in ambulance for emergency use:-

1. Inj. Calmpose	-	5 amps.
2. Inj. Hydrocortisone – Effcorlin	-	5 vials
3. Inj. Dexamethasone – Dexona	-	5 vials
4. Inj. Anafortan	-	5 amps.
5. Inj. Fortwin	-	5 amps.
6. Inj. Perinorm 5 mg	-	5 amps.
7. Inj. Phenargan	-	5 amps.
8. Inj. Diclofenic Sodium-	-	5 amps.
9. Inj. Deriphylline	-	5 amps.
10. Inj. Rantac	-	5 amps.
11. Pediatric drip sets	-	2 sets
12. Normal Saline	-	5 bottles
13. Dextrose 5%	-	Do
14. Ringer Lactate	-	Do
15. Mannitol 20%	-	Do
16. Dextrose Normal Saline	-	Do
17. Infusion Microset	-	2 sets
18. Venflon-20"	-	2 pieces
19. Syringe - 2ml	-	1 dozen
20. Syringe – 5ml	-	1 dozen
21. Cervical Immobilizer – Small, medium & large	-	1 set each
22. Knee Brace – Small, medium & large	-	1 set each
23. Crepe Bandage ( 2 inches )	-	2 rolls
24. Crepe Bandage ( 5 inches )	-	2 rolls
25. Lumbar Belt	-	2 pieces
26. Suturing Tray	-	1 piece
27. Suturing – ETHILON	-	5 pieces
28. Xylocaine 2%	-	2 vials
29. Tooth Forceps	-	3 pieces
30. Scissor – Suture cutting.	-	2 pieces

**Annexure- IV**  
**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

(referred to in clause 2.9 of the Contract)

To

Executive Director,  
State Health Society, Bihar  
Bihar, Patna

Whereas.....  
(name and address of the Agency/NGO) (hereinafter called "the agency") has undertaken, in pursuance of contract No.....dated.....2009 to provide Emergency Ambulance Service Network supply (description of various category of hospital beds and services (hereinafter called "the contract").

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for two years from the date of signing of the contract.

In consideration for the Executive Director, acting through the State Health Society Bihar, DoHFW (hereinafter called the purchaser) having agreed to release the 100% payment of net F.O.R. price under the terms and condition of a concluded contract No..... dated..... (hereinafter called 'the hospital beds and services') to Messrs. ....(hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due Performance of the said contract.

We..... (hereinafter called 'the bank') at the request of the supplier do, as a primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claim is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of

or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding;

- (a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or;
- (b) the invalidity, irregularity or enforceability of the contract or;
- (c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the Performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and Performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or Performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation, or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank further agree with the purchaser that the purchaser shall have fullest liberty without our consent, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of Performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Bank

Place:

Date :