



**Department of Health and Family Welfare  
Government of Chhattisgarh**

**Request for Proposal  
For  
“Selection of Service Provider for Fleet Management of 102 Mahatari  
Express”**

**Volume 1 – Bidding Instructions and Terms & Conditions**

**RFP Number: 06/DHS/102/2023**

**Date: 21.03.2023**

**Last date for Bid Submission:**

**Client Details:**

**Directorate of Health Services,**

**Department of Health and Family Welfare**

**Government of Chhattisgarh,**

**Sector-19, North Block, Atal Nagar Raipur, Chhattisgarh**

**Website: [cghealth.nic.in](http://cghealth.nic.in)**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (**hereinafter called RFP: Request for Proposal**) is to provide interested parties with information that may be useful to them in making their qualification criteria pursuant to this RFP.

This Tender is issued by the Directorate of Health Services. This Tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the “*Selection of Service Provider for*

*fleet Management of 102 Mahatari Express*”. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtains independent advice from appropriate sources.

Information provided in this Tender to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the Authority is bound to select an Applicant or Applicants, as the case may be, for the “*Selection of Service Provider for fleet Management of 102 Mahatari Express*”, the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Bidding Data Sheet**

<b>Particulars</b>	<b>Details</b>
<b>Name of Purchaser</b>	Directorate of Health Services, Chhattisgarh
<b>Tender/RFP number</b>	06/DHS/102/2022
<b>Name of the Engagement</b>	Selection of Service Provider for Fleet Management of 102 Mahatari Express
<b>Release Date of RFP</b>	21.03.2023
<b>Last date &amp; time for submission of Pre-Bid Queries</b>	31.03.2023
<b>Pre-Bid Meeting</b>	05.04.2023
<b>Posting of responses to queries (on website)</b>	24.04.2023
<b>Last date (deadline) for submission of the bid</b>	10.05.2023
<b>Opening of the Technical Bid</b>	12.05.2023
<b>Opening of Financial Bids</b>	19.05.2023
<b>Validity of Proposal</b>	180 days
<b>Method of Selection</b>	L1 (Least cost basis)
<b>Address of Communication</b>	Directorate of Health Services, Department of Health and Family Welfare Government of Chhattisgarh, Sector-19, North Block, Atal Nagar Raipur, Chhattisgarh
<b>Bidding in Consortium</b>	Consortium is allowed for maximum 3 parties only. (In case of consortium the minimum shareholding of each company should not be less than 26%).
<b>Sub-Contracting</b>	Sub-contracting is not allowed on the scope of work without written approval of client
<b>RFP Document Fee</b>	Rs. 25,000/- (Twenty-Five Thousand)
<b>Earnest Money Deposit</b>	Rs. 75,00,000/- (Seventy-five Lakhs) Softcopy of EMD to be uploaded in the eproc portal along with bid submission documents and hardcopy to be submitted by 4 PM, 10.05.2023 Before bid opening.

Note: All the notification & details terms and conditions, clarifications / corrigendum to the queries regarding, this tender notice hereafter will be published online on web site <https://eproc.cgstate.gov.in>, <https://cgmsc.gov.in>

**Definitions**

#	Term	Definition
1.	<b>Agreement/ Contract</b>	The Agreement entered between Authority and the Service Provider including all attachments, schedules, annexure there to and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2.	<b>Authority</b>	Department of Health & Family welfare & Medical Education acting for and on behalf of the Government of Chhattisgarh.
3.	<b>Authorized Representative</b>	Shall mean any person authorized by either of the parties.
4.	<b>Beneficiary</b>	Beneficiary” or “Beneficiaries” shall mean the beneficiary of under Janani-Shishu Suraksha Karyakaram (JSSK), Janani Suraksha Yojana (JSY) schemes and female enrolled for Family Planning Services applicable in the State of Chhattisgarh.
5.	<b>Bidder</b>	The use of the term “Bidder” in the Tender means any firm or group of firms (called consortium) offering the solution(s), services(s) and /or materials required in the Tender Document. The word Bidder when used in the preaward period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom Directorate of Health Services signs the agreement for “Selection of Service Provider for Fleet Management of 102 Mahatari Express”.
6.	<b>Bid / Proposal</b>	Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive response to the requirements mentioned in the RFP/Tender.
7.	<b>Breach</b>	A breach by Bidder of any of its obligations under this Agreement
8.	<b>Call Centre</b>	This refers to establishment of call centre of 30 seats along with hardware, software, human resources etc,
9.	<b>Client</b>	Refers to Directorate of Health Services acting for and on behalf of the Chhattisgarh Government
10.	<b>Confidential Information</b>	All information including Client Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other

#	Term	Definition
		Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
11.	<b>Control</b>	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
12.	<b>Deliverables</b>	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
13.	<b>Project Commissioning</b>	Project Commissioning will be completed as per completion of all project deliverables/ activities as mentioned in the RFP (All the 380 ambulances are operational along with the call centre)
14.	<b>Operation and Maintenance Phase</b>	The date of commencement of Operations and Maintenance phase after the successful completion of Project Commissioning in all 33 districts.
15.	<b>Month / Week</b>	The Month shall mean calendar month & Week shall mean calendar week
16.	<b>Operating Cost</b>	Operating Cost is the cost incurred by Authority after the Project Commissioning of each Phase
17.	<b>Performance Security</b>	Unconditional guarantee provided by the Bidder from a Nationalized Bank or Scheduled Banks in favour of the Authority for 3% of the total contract value.
18.	<b>Client Department/ Purchaser</b>	Refers to Directorate of Health Services

#	Term	Definition
19.	<b>Project</b>	Selection of SI for Fleet Management of 102 Mahatari Express
20.	<b>Project Implementation</b>	Project Implementation as per the testing standards and acceptance criteria prescribed by Authority or its nominated agencies;
21.	<b>Request for Proposal / Tender Document / RFP</b>	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement
22.	<b>Screened children under RBSK</b>	Screened children under RBSK shall mean the children which need referral services under the ambit of RBSK programme
23.	<b>Service Level</b>	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
24.	<b>Service Down Time</b>	The time period when specified services with specified technical and operational requirements as mentioned in this document are not available to Directorate of Health Services. The departments shall be operational on all days of a year within the uptime specified in the Service Level Agreement (SLA) section of the
25.	<b>SLA</b>	Performance and Maintenance Service Level Agreement (SLA) executed as part of the Master Service Agreement
26.	<b>Successful Bidder/Service Provider/System Integrator (SI)/Vendor</b>	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as Service Provider.

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## **1. Introduction**

The Janani Suraksha Yojana (JSY), a flagship program under the National Health Mission, has led to a phenomenal increase in the institutional deliveries across the country, including Chhattisgarh. NFHS-4 suggests an increase of more than 50% in institutional deliveries at public health facilities as compared to NFHS3. There is always scope for improvement in provision of healthcare services particularly in maternal and child health services. The reviews are suggesting that out of pocket expenses incurred by pregnant women and their families towards accessing healthcare services are continue to be on higher side. Limited availability of agile transport facility is one of the impediment in access to healthcare services. The 102 ambulance services may be a solution to take care of all these needs.

### **Current state of 102 Services**

In Chhattisgarh, 102 services popularly known as Mahatari Express are operating from the Aug 2013. Presently state has fleet of 324 ambulances under 102 services. Private sector is engaged in operating 102 services across Chhattisgarh. In the existing project the cost of the vehicle (CAPEX) was provided by the Government and operating cost is reimbursed to service provider. The operation cost includes salary to the manpower deployed, basic training, fuel cost and routine maintenance of the vehicle and other costs incurred in the operation of 102 services.

The existing 102 Mahatari Ambulance services is integrated with 30 seat call centres for facilitating transport services. Every year the call centre receives approximately 10,000,00 calls and caters services to around 434000 beneficiaries yearly.

### **Proposed project configuration**

The proposed project envisages to establish seamless 102 ambulance service. Service Provider, who shall establish a dedicated call centre and own, operate and maintain all ambulances, including but not limited to the cost incurred for hiring human resources (including project manpower and fleet manpower, medicines and consumables).

There shall be provision of 380 ambulances operational across the state linked with the integrated call centre. These ambulances shall be operational across the districts of Chhattisgarh.

### **This project has been envisioned to achieve the following key activities:**

1. Transport services for Beneficiary (i.e. pregnant women and sick infants) to get services under Janani-Shishu Suraksha Karyakram (JSSK), Janani Suraksha Yojna (Antenatal care, Delivery care, Emergency obstetric services, Immunization, and medical care for sick infant) and Family planning
2. Transport services for children screened/referred under RBSK
3. Transport services will include facility of transport
  - a. From home to designated facilities
  - b. Inter facility transfer in case of referrals
  - c. From designated facilities to home
4. The cases of trauma and acute emergency shall be transported through 108 sanjeevani Express Service.

## **Project Stakeholders**

Following are the stakeholders, coordination among whom is required for successful running of project:

- i. **Beneficiary-** Report service request for themselves and others and provide feedback about the quality of service
- ii. **Directorate of Health Service, Chhattisgarh and National Health Mission, Chhattisgarh –**
  - Project Owner
  - Funding of the project
  - Provide requirements of overall project
  - Facilitate service provider to meet project objectives
  - Provide guidance/recommendation/approval on project deliverables
  - Assisting the service provider for implementation and operation of the project
  - Analysis of historical data for operations optimization
  - Coordination with other departments
- iii. **Service Provider for Operations and Fleet Management of 102 Mahatari Express**
  - Deployment of vehicles as per requirement of /DHS
  - Operation and maintenance of Mahatari Express ambulance
  - Provide overall operations support for 102 Mahatari Express ambulance operations
  - Customization of ambulance as per the requirements of DHS
  - Training of stakeholders involved
  - Providing Drivers Mahatari Express ambulances
- iv. **Service Provider for Integrated Command Center**
  - Provide infrastructure for Integrated Command Centre
  - Deployment of call center executive for call handling and sending dispatch instruction as per defined SOP
  - Provide software for service request creation, nearest vehicle dispatch and mobile application for notification and tracking of service request.
- v. **Third-Party Auditor (TPA) - IT Audit, Analytics, Monitoring, SLA Audit based Payment Recommendation and Quality Assurance**

## **2. Instruction to Bidders**

### **2.1 Compliant Bids/Completeness of Response**

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - Include all documentation specified in this RFP, in the bid.
  - Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
  - Comply with all requirements as set out within this RFP.

### **2.2 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to the Authority in writing in order that such doubt may be removed or clarifications are provided.

### **2.3 Bid Preparation Costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the Authority.

### **2.4 Pre-bid meeting & Clarification**

#### **i. Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project should be submitted to the Authority through email id: [dhs.referraltransport@gmail.com](mailto:dhs.referraltransport@gmail.com) as per the submission mode and timelines mentioned in the Bidding Data Sheet. The pre-bid queries should be submitted in MS Excel sheet format, along with name and details of the organization submitting the queries.

The Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by the Authority.

Bidders must submit their queries as per the format mentioned in Annexure.

#### **ii. Responses to Pre-Bid Queries and Issue of Corrigendum**

The Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. The Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

In good faith. The Authority shall endeavor to provide timely response to all queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. The Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of the Authority.

Any corrigendum/notification issued by the Authority, subsequent to issue of RFP, shall only be available/ hosted on the website URL mentioned above. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **2.5 RFP Document Fee**

The RFP can be purchased by paying a non-refundable RFP Document Fee of as mentioned in Bidding Data Sheet through RTGS payable at Raipur to CGMSC Ltd Equipment Procurement Account, Account No 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur, CG, IFSC/RTGS code – UBIN0554090.

## **2.6 Earnest Money Deposit (EMD)**

Bidders should submit EMD of amount mentioned in the Bidding Data Sheet, in the form of a Demand Draft / Bank Guarantee, payable at Raipur and issued by any Nationalized bank or Scheduled Banks, in favor of the Directorate of Health Services, which should be valid for 180 days from the last date of submission of Bids. Bank Guarantee Format for EMD is given in Annexure Section 5. Hard copy of EMD to be submitted at Directorate Health Services, Chhattisgarh office before the last date.

*For Unsuccessful bidders:* The EMD of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

*For Successful bidders:* The EMD for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the EMD then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- ii. In the case of a successful bidder, if the successful Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- iv. During the bid process, if any information found wrong / manipulated / hidden in the bid.

## **2.7 Bid Validity Period**

Bid shall remain valid for the time period mentioned in the Bidding Data Sheet.

On completion of the validity period, unless the Bidder withdraws its bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws its bid.

## 2.8 Submission of Bid

Submission will be online through <https://eproc.cgstate.gov.in> only. The bidder should visit eproc site (<https://eproc.cgstate.gov.in>) and follow all the necessary guidelines for online submission. The bid submission should be carried after careful study & examination of the RFP documents, with full understanding of its implications. Bidders are expected to understand the requirements to allow them to propose the best fit solution.

A two-part Bid System will be followed for this RFP with a L1 (lowest cost) Selection criteria. The two parts of the bid are Qualification Criteria and Financial Bid.

All the pages of the Bid must be sequentially numbered and should be indexed properly. Any deficiency in the documentation may result in the rejection of the Bid. Late bids i.e. bids submitted beyond the prescribed deadline of submission, shall not be accepted

The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.

## 2.9 Bid Formats

### i. Qualification Criteria Bid Format

Sr #	Section Heading	Details
1.	Qualification criteria compliance checklist	As per format provided in Annexure Section 2(i)
2.	Qualification Bid Covering Letter	As per format provided in Annexure Section 2(ii)
3.	Company Profile	As per format provided in Annexure Section 2(iii)
4.	Qualification Criteria Bid	Based on qualification criteria table as mentioned in Section 3.5 with response and documentary evidence required against each criteria
5.	Declaration of Non Blacklisting	Documentary evidence as per format provided in Annexure Section 2(iv)
6.	No Deviation Certificate	As per format provided in Annexure Section 2(v)
7.	Curriculum Vitae	As per format in Annexure Section 2(vi)
8.	Anti Collusion Certificate	As per format in Annexure Section 2(vii)
9.	Consortium Agreement	As per format in Annexure Section 2(viii)
10.	Format for Power of attorney for Authorized Signatory	As per format in Annexure Section 2(ix)
11.	Format for Power of attorney by each consortium member in favor of Lead Bidder	As per format in Annexure Section 2(x)
12.	Pre-Contract Integrity Pact	As per format in Annexure Section 2(xi)

## **ii. Financial Bid Format**

The Bidder must submit the Financial Bid in the formats specified in Annexure 3. The Bidders shall give the required details of Goods and Service Tax (GST) in respect of provision of services under this RFP.

The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product / services.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

### **2.10 Bid Language**

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized.

### **2.11 Authentication of Bids**

An authorized representative (or representatives) of the Bidder shall initial all pages of the Qualification Criteria and Financial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

### **2.12 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the <https://cgmsc.gov.in>, <https://eproc.cgstate.gov.in>, [www.cghealth.nic.in](http://www.cghealth.nic.in) through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority’s website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, the Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

### **2.13 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure Section 2(v). The bids with deviation(s) are liable for rejection.

### **2.14 Late Bids**

Late submission will not be entertained and will not be permitted by the Authority.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

The Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

### **2.15 Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Authority.

### **2.16 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

### **2.17 Acceptance/Rejection of Bids**

- i. The Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. The Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of the Authority shall be final and binding.
- ii. Bid should be free of over writing. All correction or addition must be clearly written both in words and figures.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the Authority reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the Financial Bid, it will be dealt as per the following:

- a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if



the bidder does not agree to the decision of the Authority, the bid is liable to be disqualified and EMD will be forfeited.

## **2.18 Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder must furnish a Non-Disclosure Agreement (NDA). In addition, the NDA must be signed by consortium partner and all manpower deployed by the successful bidder.

## **2.19 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- ii. If any of the sole Bidder/Lead Bidder/consortium partner is also partner in any other bid or submitting more than 1 bid, then all the affected bids shall be disqualified.
- iii. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- iv. Bid is received in incomplete form.
- v. Bid is not accompanied by all the requisite documents.
- vi. Information submitted in qualification bid criteria is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vii. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- viii. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/ bidders are withdrawn upon notice immediately.
- ix. Bids without RFP document fee or EMD will be disqualified.

## **2.20 Key Personnel**

The Authority has identified certain positions and minimum qualifications that should be part of team of the bidder (hereby referred to as "personnel"). Details of these positions are provided in RFP Volume 2 i.e. Project Manager, Manager Fleet Operation, and Supervisor Fleet Operation.

### **Replacement of Key Personnel**

No change in key personnel shall be allowed during the entire term of the contract without the written approval of the client. However, the Service Provider must ensure an overlap of minimum 15 days between the existing person and the new approved person, to fulfill the necessary knowledge transfer.

The role of any member of the Key Personnel should not be vacant at any point in time during the contract period, subject to reasonable extensions requested by Successful Bidder followed by the approval of the Authority.

Before assigning any replacement member of the Key Personnel the Bidder shall provide the Authority with:

- i. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by the Authority; and
- ii. An opportunity to interview the candidate (non-mandatory).

The successful bidder must provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If the Authority objects to the appointment, Successful Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

In case of any delay, the penalty will be levied as per SLA terms and conditions.

## **2.21 Fraud and Corrupt Practices**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- ii. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA

or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisory of Authority in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.22 Conflict of Interest**

- i. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- ii. The Authority requires that the bidder provides solutions which at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## **2.23 Right to vary quantity**

- i. During the project tenure, the quantity of goods, works or services originally specified in the bidding documents may be increased/decreased by the department depending on the project need. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- ii. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the successful bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- iii. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## **2.24 Site Visit**

- i. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- ii. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit. Alternatively, the Authority may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- iii. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **3. Selection Process for Bidder**

#### **3.1 Opening of Bids**

The Bids shall be opened by the Authority in presence of those Bidders or their authorized representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of the Authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be two bid-opening events

- **Set 1 (EMD) and Set 2 (Qualification Criteria Bid)**
- **Set 3 (Financial bid)**
  - i. The venue, date and time for opening the qualification criteria bid are mentioned in the Bidding Data Sheet.
  - ii. The date and time for opening of Financial Bid would be communicated to the qualified bidders.
  - iii. The Financial Bids of only those bidders will be opened who qualify the qualification criteria.

#### **3.2 Preliminary Examination of Bids**

The Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by the Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested
- vi. Non-compliant to any of the clauses mentioned in the RFP
- vii. With lesser validity period
- viii. The documents which required in Technical qualification that only be submitted in technical qualification (Qualification Criteria). If it is submitted in Financial qualification criteria then it will not be considered. And the vice versa for Financial qualification.

#### **3.3 Clarification on Bids**

During the bid evaluation, the Authority may, at its discretion, ask the Bidder for any Clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **3.4 Evaluation Process**

The Authority shall constitute a “Tender Evaluation Committee” (identified by the Department) to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

#### **Stage 1: Qualification Criteria**

- i. Authority shall validate the **Set 1** “Earnest Money Deposit (EMD)”.
- ii. If the contents of the Set 1 are as per requirements, Authority shall open the **Set 2- “Qualification Criteria Bid”**.

Each of the Qualification Criteria mentioned in Section 3.5 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Qualification criteria through Email and Phone and subsequently.

- iii. Financial bid will not be opened for those bidders, who don't qualify the Qualification criteria evaluation.

#### **Stage 2: Financial Evaluation**

- i. The Financial Bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial Bids are substantially responsive. The incomplete proposals in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document (RFP) or any other documents as per the specified formats shall be considered substantially non responsivebid and liable for rejection.
- ii. Financial Bids that are not as per the format provided in Annexure 3 shall be liable for rejection.
- iii. The bid price shall include all taxes and levies; and shall be in Indian Rupees; and must be mentioned separately.

#### **Stage 3: Final Selection**

The bidder who quotes the Lowest Rate will be the declared as the selected **L-1 bidder**(“Selected Bidder”) and will be awarded the Contract.

### 3.5 Qualification Criteria

“The Bidder” (The use of the term “Bidder” in the Tender means the Single Service Provider must meet the following qualification requirements to become eligible for the Commercial Evaluation).

#	Qualification Criteria	Mandatory documentary evidence to be submitted	Applicable To
1.	<p>Sole Bidder or in case of consortium Lead Bidder must be a company in India</p> <ol style="list-style-type: none"> <li>1. A company, incorporated under Companies Act, 1956 or 2013, amended till date; or</li> <li>2. A cooperative society, established under Cooperative Societies Act, 1912, or Multi-State Cooperative Societies Act, 1984 or any analogous law enacted by a State Government, or</li> <li>3. A Limited Liability Partnership, incorporated under Limited Liability Partnerships Act, 2008.</li> <li>4. A partnership firm registered under the Indian partnership act, 1932.</li> <li>5. A sole- proprietorship firm.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Point 1- Certificate of Incorporation / Registration under Companies Act 1956/2013</li> <li>▪ Point 2 – Certificate under Society Registration Act</li> <li>▪ Point 3- Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008)</li> </ul>	Sole Bidder or Lead Bidder and All Consortium Members
2.	The bidder member should have valid GST registration number and income tax registration (PAN).	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of GST registration in Chhattisgarh.</li> </ul>	Sole Bidder or Lead Bidder and All Consortium Members
3.	In case of consortium, the applicant consortium shall submit a valid agreement among the members. The agreement shall clearly specify the details of the	Valid agreement as per Annexure Section 2(viii) on INR 100/- Stamp Paper concluded among all the members of the consortium duly stamped and signed by the Authorized Signatories of the companies under consortium dated prior to	<ul style="list-style-type: none"> <li>▪ Sole Bidder or Lead Bidder and All Consortium Members.</li> <li>▪ Any one member should have minimum 26% revenue share in the</li> </ul>

#	Qualification Criteria	Mandatory documentary evidence to be submitted	Applicable To
	lead member and other consortium members and scope of each of the members of the consortium. The maximum number of member allowed in a consortium is Three (3) including Lead member.	the submission of Bid.	consortium. ■ In case of consortium the Lead Bidder should have highest share among the consortium members
4.	The Average Annual Turnover of the Sole Bidder or all consortium members (cumulative) should be INR 50 crores or more in any 3 consecutive years (out of last 4 years) as on bid submission date (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21) and the Average Annual Turnover of the sole bidder or consortium should have 12.5 crores revenue from Transport/ Ambulatory Services for two year for any central/state Government Department in India in any 3 consecutive years (out of last 4 years) as on bid submission date (i.e. (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21)	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor mentioning the turn over for each of the three years, minimum turn over for each year should be atleast 10 % of the total turnover.</li> <li>• Audited Financial Statements for relevant Financial Years</li> </ul>	Sole Bidder or Consortium
5.	The net-worth of the Sole Bidder or Consortium should be positive as on bid submission date.	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor stating the net worth</li> </ul>	Sole Bidder or consortium



#	Qualification Criteria	Mandatory documentary evidence to be submitted	Applicable To
6.	The bidder should be operating at-least fleet of 190 Transport/ Ambulances for a year for any Central/ State Government Department in India (operational for at-least 2 year) in last 3 years as on bid submission date.	<ul style="list-style-type: none"> <li>• Copy of work order/ Agreement detailing Scope &amp; number of Ambulances</li> <li>• Project Commissioning certificate</li> <li>• Certificate from same client for satisfactory fleet management service</li> </ul>	Sole Bidder or any Consortium Members.
7.	Experience in Private/central Government / State Government or Government under taking institutions of running EMS with at least 20 Seat call center for the last 2 (Two)year without any discontinuity.	<ul style="list-style-type: none"> <li>• Copy of work order/ Agreement detailing Scope &amp; number of Seats of Call Centre</li> <li>• Project Commissioning certificate</li> </ul>	Sole Bidder or any Consortium Members
8.	The bidder shall possess 2 years of experience in computer telephony integration with the ability to log calls with Geo-spatial information System with GPS integrated Ambulance / vehicle monitoring system and software components to operate the hardware of the present project.	<ul style="list-style-type: none"> <li>• Copy of work order/ Agreement detailing Scope &amp; number of Seats of Call Centre</li> <li>• Project Commissioning certificate</li> <li>• Certificate from same client for satisfactory Call Centre management service</li> </ul>	Sole Bidder or Lead Bidder and any Consortium Members.
9.	The bidder should not have been blacklisted/ debarred for Transport/Ambulatory services by any Govt. Department /Public sector undertaking (PSU) in India as	Self-declaration by the bidder as per annexure 2(iii), duly signed by the authorized signatory.	Sole/LeadBidder and any Consortium Members

#	Qualification Criteria	Mandatory documentary evidence to be submitted	Applicable To
	on the date of bid submission.		
10.	Power of Attorney in favor of Authorized Signatory	Power of Attorney format in Annexure 2(viii)	Sole Bidder or Lead Bidder
11.	Power of Attorney by Each Consortium/Member in Favor of Lead Member	As per the format given in Annexure 2 Section (ix)	Consortium Members (if any)
12.	Local Presence	Bidder should have aregistered officein Chhattisgarh as on bid submission date or should submit a declaration to open a registered office in Chhattisgarh within 30 days of signing the agreement and provide a Chhattisgarh's GSTIN number for all billing purposes.	<ul style="list-style-type: none"> <li>▪ On the letter head of Bidder or Consortium partners (if any) as applicable.</li> <li>▪ GST certificate</li> </ul>
13.	Sole/Lead bidder to submit the Curriculum Vitae (CV) for following resources:  i. Project Manager ii. Operations Manager	As per the format given in Annexure 2(v)	On the letterhead of Sole Bidder or Lead bidder duly signed by the Authorized Signatory
14.	Pre-Contract Integrity Pact	As per Annexure 2 (x)	Sole Bidder or Lead Bidder and Consortium Members (if any)

## **4. Award of Contract**

### **4.1 Notification of Award**

The Authority will notify the successful Bidder through e-mail and letter.

The bidder quoted the Lowest Total Project Cost shall be invited for negotiations for awarding the contract.

- In case the Lowest Total Project Cost of two or more Bidders is same, then only these Bidders may be asked to submit a sealed revised offer.
- In case all these Bidders those who have same Lowest Total Project Cost, refuse to submit revised offers (subject to capping of earlier quoted Total Project Cost), then tender is to be recalled.
- If the revised Total Project Cost of two or more Bidders received in revised offer is again found to be equal, **then tender will be decided by draw of lots.**

### **4.2 Signing of Contract**

After the notification of award, the Authority will issue Purchase Order (PO)/Letter of Award (LOA). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by the Authority. As an acceptance of the PO/LOA, the Bidder shall sign and return a duplicate copy of the Purchase Order to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 30 working days from the date of issuance of PO/LOA.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by the Authority shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP.

### **4.3 Performance Bank Guarantee (PBG)**

Within ten (30) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 4, payable on demand, for the due performance and fulfillment of the contract by the successful bidder.

This Performance Bank Guarantee shall be conditions mentioned in RFP Vol 3. PBG shall be invoked by Authority, in the event the successful Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by the Authority upon being satisfied that there has been due performance of the obligations of the Successful bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Successful Bidder being unable to service the contract for whatever reason(s), the Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the Successful bidder's failure to perform/comply its obligations under the contract.

The Authority shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the successful bidder is in default. The Authority shall also be entitled to make recoveries from the successful bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee shall be accordingly extended by the successful Bidder till completion of scope of work as mentioned in RFP.

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of two months after the expiry of the Contract Period ("Validity Period").

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the successful Bidder.

#### **4.4 Operational Services**

Successful Bidder shall provide complete operational services for the entire 5 years from date of Project Commissioning, which may be further extended mutually to another 2 years based on the satisfactory performance of the Service Provider.

Successful Bidder need to ensure that at any given time during the contract period all the AMBULANCES and Manpower as mandated in the agreement is made available 24x7.

#### **4.5 Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids.

In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

**5. Annexures**

Bidder to ensure submission annexure as per applicability and relevant sections.

**Annexure 1 – Pre-Bid Queries Template**

Bidder shall submit all pre-bid queries in excel in the following format.

<b>Request for Clarification</b>			
Name and Address of the Organization submitting request			
Name and Position of Person submitting request			
Contact Details of the Organization / Authorized Representative			
Tel:			
Mobile:			
Fax:			
Email:			
<b>Sr.</b>	<b>RFP Document Reference (Section No., Page No.)</b>	<b>Content of the RFP requiring clarification</b>	<b>Clarification Sought</b>
1			
2			
3			
4			

**Annexure 2 –Qualification Bid Submission Format**

**i. Qualification criteria compliance checklist**

#	Qualification Criteria	Compliance(Yes/No)	Supporting Document	Page No
1.	<p>Sole Bidder or in case of consortium Lead Bidder must be a company in India</p> <ol style="list-style-type: none"> <li>1. A company, incorporated under Companies Act, 1956 or 2013, amended till date; or</li> <li>2. A cooperative society, established under Cooperative Societies Act, 1912, or Multi-State Cooperative Societies Act, 1984 or any analogous law enacted by a State Government, or</li> <li>3. A Limited Liability Partnership, incorporated under Limited Liability Partnerships Act, 2008.</li> <li>4. A partnership firm registered under the Indian partnership act, 1932.</li> <li>5. A sole- proprietorship firm.</li> </ol>			
2.	<p>The bidder member should have valid GST registration number and income tax registration (PAN).</p>			
3.	<p>In case of consortium, the applicant consortium shall submit a valid agreement among the members. The agreement shall clearly specify the details of lead member and other consortium member and</p>			

#	Qualification Criteria	Compliance(Yes/No)	Supporting Document	Page No
	scope of each of the members of the consortium. The maximum number of members allowed in a consortium is Three (3) including Lead member.			
4.	The Average Annual Turnover of the Sole Bidder or all consortium members (cumulative) should be INR 50 crores or more in any 3 consecutive years (out of last 4 years) as on bid submission date (i.e FY 2018-19, FY 2019-20, FY 2020-21, 2021-22) and the Average Annual Turnover of the sole bidder or consortium should have 12.5 crores revenue from Transport/ Ambulatory Services for <b>two</b> year for any central/state Government Department in India in any 3 consecutive years (out of last 4 years) as on bid submission date (i.eFY 2018-19, FY 2019-20, FY 2020-21, 2021-22)			
5.	The net-worth of the Sole Bidder or Lead Bidder (in case of Consortium) should be positive as on bid submission date			
6.	The bidder should be operating at-least fleet of 190 Transport/ Ambulances for a year for any Central/ State Government Department in India (operational for at-least 2 year) in last 3 years as on bid submission date.			

#	Qualification Criteria	Compliance(Yes/No)	Supporting Document	Page No
7.	Experience in Private/central Government / State Government or Government under taking institutions of running EMS with at least 20 Seat call center for the last 2 (Two)year without any discontinuity.			
8.	The bidder shall possess 2 years of experience in computer telephony integration with the ability to log calls with Geo-spatial information System with GPS integrated Ambulance monitoring system and software components to operate the hardware of the present project.			
9.	The bidder should not have been blacklisted /debarred by Transport/ Ambulatory services from by any Govt. Departments on the date of bid submission.			
10.	Power of Attorney in favor of Authorized Signatory			
11.	Power of Attorney by Each Consortium/Member in Favor of Lead Member			
12.	Local Presence			
13.	Sole/Lead bidder to submit the Curriculum Vitae (CV) for following resources:  iii. Project Manager iv. Operations Manager			
14.	Pre-Contract Integrity Pact			



Qualification Criteria Bid Covering Letter

<<To be printed on sole/lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

Directorate of Health Services,  
Sector-19, North Block Atal Nagar,  
Raipur Chhattisgarh

Subject: RFP for Selection of SI for Fleet Management of 102 Mahatari Express

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the *RFP for Selection of Service Provider for Fleet Management of 102 Mahatari Express*. We attach hereto our responses to qualification criteria requirements & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Directorate of Health Services, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead Directorate of Health Services in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**ii. Company profile**

**A. Brief company profile**

<b>S No</b>	<b>Particulars</b>	<b>Description or Details</b>
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation/Registration date and number	
6	GST number	
7	PAN details	
8	Primary Contact Person identified for this project (Name, Designation, address,	
9	Secondary Contact Person (Name, Designation,	
10	EMD details	
11	Role in Consortium (if applicable)	Brief scope of work in the Consortium

### iii. Declaration of Non-Blacklisting

<<To be submitted on INR 100 stamp paper and duly notarized , To be submitted by sole/Lead bidder and all consortium partner (if any) separately>>

Date: dd/mm/yyyy

To,

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
NawaRaipur Chhattisgarh

Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “Selection of SI for Fleet Management of 102 Mahatari Express”, as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU in any project pertaining to Transport/ Ambulatory services.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU in any project pertaining to Transport/ Ambulatory services on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**iv.No Deviation Certificate**

*(To be provided on the Company letter head of Sole/lead bidder)*

Place

Date

To,

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
Nawa Raipur Chhattisgarh

Sir,

Subject: Self Declaration of No Deviation in response to the “RFP for Selection of SI for Fleet Management of 102 Mahatari Express”.

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**v. Curriculum Vitae (CV) of Proposed Resource for Evaluation**

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> <li>▪ Degree / Diploma, College, University, Year of Passing</li> <li>▪ Degree / Diploma, College, University, Year of Passing</li> </ul>			
7	Summary of Key Training and Certifications				
8	Language Proficiency	<b>Language</b>	<b>Reading</b>	<b>Writing</b>	<b>Speaking</b>
9	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
10	Total No. of Years of Work Experience				
11	Total No. of Years of Experience for the				

	Role proposed																													
12	<p>Highlights of relevant assignments handled and significant accomplishments (Use following format for each project) – Please mention all assignments that are relevant for marking of profiles.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Name of assignment or project:</b></td> <td></td> </tr> <tr> <td><b>Year:</b></td> <td></td> </tr> <tr> <td><b>Location:</b></td> <td></td> </tr> <tr> <td><b>Client:</b></td> <td></td> </tr> <tr> <td><b>Main project features:</b></td> <td></td> </tr> <tr> <td><b>Positions held:</b></td> <td></td> </tr> <tr> <td><b>Activities performed:</b></td> <td></td> </tr> <tr> <td><b>Name of assignment or project:</b></td> <td></td> </tr> <tr> <td><b>Year:</b></td> <td></td> </tr> <tr> <td><b>Location:</b></td> <td></td> </tr> <tr> <td><b>Client:</b></td> <td></td> </tr> <tr> <td><b>Main project features:</b></td> <td></td> </tr> <tr> <td><b>Positions held:</b></td> <td></td> </tr> <tr> <td><b>Activities performed:</b></td> <td></td> </tr> </table>		<b>Name of assignment or project:</b>		<b>Year:</b>		<b>Location:</b>		<b>Client:</b>		<b>Main project features:</b>		<b>Positions held:</b>		<b>Activities performed:</b>		<b>Name of assignment or project:</b>		<b>Year:</b>		<b>Location:</b>		<b>Client:</b>		<b>Main project features:</b>		<b>Positions held:</b>		<b>Activities performed:</b>	
<b>Name of assignment or project:</b>																														
<b>Year:</b>																														
<b>Location:</b>																														
<b>Client:</b>																														
<b>Main project features:</b>																														
<b>Positions held:</b>																														
<b>Activities performed:</b>																														
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<b>Year:</b>																														
<b>Location:</b>																														
<b>Client:</b>																														
<b>Main project features:</b>																														
<b>Positions held:</b>																														
<b>Activities performed:</b>																														
	<p>Expert’s contact information:  e-mail:  phone:</p>																													
	<p><u>Certification:</u>  I, the undersigned, certify that to the best of my knowledge and belief that</p> <ul style="list-style-type: none"> <li>• This CV correctly describes my qualifications and my experience</li> <li>• I was not part of the team who wrote the Scope of Work for this RFP.</li> </ul> <p>I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>																													

	Name Signature: Date:
--	-----------------------------



**vi. Anti-Collusion Certificate**

*[Certificate should be provided by Sole/Lead Bidder on their letter head]*

Date:

To,

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
NawaRaipur Chhattisgarh

Sir,

Subject: Anti-Collusion Certificate in response to the “RFP for Selection of SI for Fleet Management of 102 Mahatari Express”,

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We hereby certify and confirm that in the preparation and submission of our Bid for Request for “RFP for Selection of SI for Fleet Management of 102 Mahatari Express”, against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**vii. Consortium Agreement Format**

(To be printed on Rs. 100/- Stamp Paper)

This Consortium Agreement (hereinafter the "Agreement") entered into this \_\_\_ day of Two Thousand and Sixteen (“**Date of Signing**”) **BETWEEN** \_\_\_\_\_ through \_\_\_\_\_ Authorized Signatory

Having their principal place of business at \_\_\_\_\_ in India for and on behalf of \_\_\_\_\_ (hereinafter called "the Bidder") of the **ONE PART**; **AND** \_\_\_\_\_ through Authorized Signatory having their principal place of business at \_\_\_\_\_ in India for and on behalf of \_\_\_\_\_ (hereinafter called "the Bidder") of the **SECOND PART**; **AND** \_\_\_\_\_ through Authorized Signatory \_\_\_\_\_ having their principal place of business at \_\_\_\_\_ in India for and on behalf of \_\_\_\_\_ (hereinafter called "the Bidder") of the **THIRD PART**

**RECITALS**

Tender No. ----- (hereinafter the “Tender Document”), inviting bids for Selection of 102 Mahatari Express service as described in the RFP;

As specified in clause \_\_\_\_\_ of the Tender Document, the Bidder has formed a consortium \_\_\_\_\_ and hereby enters into this Agreement and the Parties have agreed to the participate as members of the Consortium subject to said terms and conditions of this Agreement

The members of the Agreement shall each be referred to as the “Party” and together as the “Parties”

**NOW THEREFORE**, in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good valuable consideration, the Parties agree as follows:

**1 Definitions and Interpretation Definitions**

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meaning specified in the Contract and the Tender Document and subsequently signed Contract between Authority and Bidder, unless the context expressly or by necessary implication otherwise requires.

“**Contract**” shall mean the Contract entered into by the Bidder and the Authority  
**Interpretation**

- a) For the purpose of this Agreement, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.

- b) References to a “person” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- d) References to the word “include” and “including” shall be construed without limitation.
- e) any reference to “day” shall mean a reference to a calendar day;

## **2 Purpose of Consortium Agreement**

The purpose of this Agreement is to specify the responsibilities of the Parties towards the Authority, supplement the provisions of the Contract and the Tender Document concerning the Project and to set out further rights and obligations of the Parties supplementing but not conflicting with those present in the Contract and the Tender Document.

## **3 Duration**

This Agreement shall come into force as of the Date of Signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, Tender Document and under this Agreement.

## **4 Coordinator**

The Parties hereby understand and agree that there shall be a “Lead Member” who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Parties that for the purpose of the Agreement M/s.\_\_\_\_\_ have been appointed as Lead Partner. The Lead Partner shall be specifically authorized by the Parties to make representations and declarations on their behalf. However, it is clarified that every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire Project.

For the purpose of this Agreement, the Tender Document and the Contract, the Lead Partner shall be the single point of contact for the Authority, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the Tender Document.

All instructions/communications from Authority to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.

For the avoidance of doubt it is hereby clarified that the all Parties of the consortium shall be individually, jointly & severely responsible for the obligations under the Tender Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.

## **5 Rights and Obligations**

For delivery of all services as per the agreement with Authority, Lead Partner shall be primarily accountable and responsible.

The Lead Partner shall be responsible for the transmission of any documents and information connected with the Project to the Parties concerned.

It is hereby clarified that representations and declarations made by the Lead Partner shall be legally binding on all the Parties of the Agreement.

Each Party shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under the Tender Document, Contract and this Agreement.

All commercial activities with Authority will be conducted by the Lead Partner.

## **6 Roles and Responsibilities towards each other**

The Parties hereby undertake to perform the roles and responsibilities as described below: -

- a) Lead member of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the effective date of execution of the contract.
- b) Role of lead member /First Part will be .....
- c) Role of Consortium/ Second Part will be .....
- d) Each Party undertakes:-
  - i. to promptly notify each of the Parties about any significant delay in fulfillment of milestones in relation to the Project;
  - ii. To inform other Parties of relevant communications it receives from third parties in relation to the Project.
  - iii. Each Party shall use reasonable efforts to ensure the accuracy of any information or materials it supplies hereunder or under the Contract and promptly to correct any error that came to its knowledge.
  - iv. Each Party shall act in good faith. When a Party believes that for carrying out the Project or use of knowledge from the Project it might require access rights to another Party's pre-existing know-how or to another Party's knowledge and material which is not from the Project, it shall obtain written permission from the Party prior to the use of such material.
  - v. Each Party shall abide with the terms of confidentiality as described in Tender Document and shall also abide with all the clauses of the Tender Document.
  - vi. Each Party shall share and disclose information including confidential information and documents as may be necessary for the Project. The Parties hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

## **7 Liabilities**

### **a. Liability towards each other**

The Parties hereby understand and agree that all the Parties shall be jointly and severally liable for any default with regard to the deliverables as per the Tender Document.

### **b. Indemnification of a Party to other**

Each Party shall indemnify each of the other Parties, in respect of liability resulting from acts or omissions of it.

### **c. Liability towards Third Parties**

Subject to such other undertakings and warranties as are provided for in this Agreement and the Contract, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or know how.

## **8 Revenue Share**

The Parties undertake that each member of the Consortium shall at all times from the date of execution of the contract continue to hold revenue share in the Consortium as follows, and no change in the revenue share of the Consortium would occur without the prior written approval of the DHS:

- a) Revenue share of the Lead member /First Part in the Consortium: [.....]  
% and
- b) Revenue share of the Consortium Member 1: [.....]%
- c) Revenue share of the Consortium Member 2: [.....]%

## **9 Assignment**

No Party shall, without the prior written consent of the Authority and of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under Agreement.

The Parties hereby represents and warrants that: -

- i. They are duly organized and validly existing under the laws of India and have full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The execution and validity of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Parties;
- ii. This Agreement constitutes a valid and binding obligation of the Parties, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Bidder is a party or by which the Bidder are or may be bound.
- iii. Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall

not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

- iv. The Parties have read, understood and agree with the terms of this Agreement and the Tender Document.

## **10 Miscellaneous**

This Agreement shall be specifically enforceable at the instance of any of the Parties.

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered personally or sent by prepaid post with recorded delivery addressed to the intended recipient at its address set forth below:

If to the Party of the First Part [Add name]

[Add address]

Attention: [add name of the person]

If to the Party of the Second Part [Add name]

[Add address]

Attention: [add name of the person]

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post.

Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all event of any conflict between the terms of this Agreement and the Contract and the Tender Document, the terms of the Contract shall prevail.

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws there under.

- a. Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Parties
- b. If after 30 (thirty) days of consultation, the Parties have failed to reach an

amicable settlement, on any or all disputes or differences arising out of or in connection with this Agreement or its performance, such disputes or differences shall be submitted to final and binding arbitration. The arbitration panel shall consist of three arbitrators: one nominated by [add name of Party of the First Part], one nominated by [add name of Party of the Second part] and the third nominated jointly by both the parties. The arbitration shall be governed by the Chhattisgarh Arbitration Tribunal Act. The place of arbitration shall be Raipur, Chhattisgarh. The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.

This Agreement shall be governed by the laws of India.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day and year first above written. **[add name of the party of the First Part]**

Authorized Signatory

Name: Designation:

In the presence of:

Name: Address:

**[Add name of the party of the Second Part]**

Authorized Signatory

Name

Designation:

In presence of:

Name:

Address:

**[Add name of the party of the Third Part]**

Authorized Signatory

Name:

Designation:

In presence of: Name:

Address:

**viii.Format for Power of Attorney to Authorize Signatory**

Whereas the Department of Health Services has invited applications from interested parties for the RFP for Selection of SI for Fleet Management of 102 Mahatari Express”.

Whereas .....  
..... and ..... (Collectively  
“Consortium”) being Members of the Consortium are interested in bidding for the Project in  
accordance with the terms and conditions of the Request for Proposal (RFP document) and  
other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the  
Lead Member with all necessary power and authority to do for and on behalf of the  
Consortium, all acts, deeds and things as may be necessary in connection with the  
Consortium’s bid for the Project and its execution.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, ..... Having our Registered office at  
.....,

M/s,..... Having our Registered office at  
.....,

M/s,..... Having our Registered office at  
.....,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate,  
nominate, constitute, appoint and authorize M/s. .... having its  
registered office at ....., being one of the Members  
of the Consortium, as the Lead Member and true and lawful attorney of the Consortium  
(hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney  
(with power to sub-delegate) to conduct all business for and on behalf of the Consortium and  
any one of us during the bidding process and, in the event the Consortium is awarded the  
concession/contract, during the execution of the Project and in this regard, to do on our behalf  
and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or  
required or incidental to the pre-qualification of the Consortium and submission of its bid for  
the Project, including but not limited to signing and submission of all applications, bids and  
other documents and writings, participate in bidders and other conferences, respond to  
queries, submit information/ documents, sign and execute contracts and undertakings  
consequent to acceptance of the bid of the Consortium and generally to represent the  
Consortium in all its dealings with the Department of Health Services, and/ or any other  
Government Agency or any person, in all matters in connection with or relating to or arising



out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Department of Health Services.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

1..... 2.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.*

**ix.Format for Power of Attorney by each Consortium Member in favor of Lead Member**

Dated

POWER OF ATTORNEY  
TO WHOMSOEVER IT MAY CONCERN

(On a Stamp Paper of appropriate value)

Whereas the Directorate of Health Services (the “DHS”) has invited bids by its Request for Proposal dated -----(the “RFP”) for the selection of a  
.....  
.....  
.....

Whereas, 1) \_\_\_\_\_ and 2) \_\_\_\_\_ and 3) \_\_\_\_\_  
(Collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium bid for the Project in and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, 1) \_\_\_\_\_, 2) \_\_\_\_\_, 3) \_\_\_\_\_, having our registered office at \_\_\_\_\_, \_\_\_\_\_, having our Registered office at \_\_\_\_\_, having our registered office at \_\_\_\_\_, \_\_\_\_\_,

(Hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. \_\_\_\_\_, having its registered Office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Notice of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, negotiate, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the DHS, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium bid for the Project in and or upon award thereof till the contract

Agreement is entered into with the DHS AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_ . Under the Common seal(s) of their Companies.

For and on behalf of the Members of Consortium.

(To be executed by all the Members of the Consortium)

1) (Signature, Name & Title) For .....

2) (Signature, Name & Title) For .....

3) (Signature, Name & Title) For .....

(Signature, Name & Title) (Executants)

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Witnesses-1:

Signature, .....

Name, .....

Designation .....

Address.....

Witnesses-2:

Signature, .....

Name, .....

Designation .....

Address.....

Notes:

a. Each Power of Attorney submitted has to be notarized. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

b. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as aboard or shareholders resolution, power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.

## **x.Pre-Contract Integrity Pact**

<<Fill the attached documents and submit with Rs. 100 Non judicial stamp / e-stamp with seal and authorized signatory sign>>

### **1. GENERAL**

- (i) This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month .....20....., between, the Directorate of Health Services acting through \_\_\_\_\_( Designation of the officer, Department) DHS ( herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s ..... represented by Shri/ Ms ..... (hereinafter called the “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) of the second Party, is willing to offer/has offered.
- (ii) WHEREAS the Bidder is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

### **2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- (i) Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- (ii) Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- (i) The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- (ii) The BUYER will, during the pre-contract stage, treat Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to the other Bidders.
- (iii) All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the Bidder to the BUYER with the full and verifiable facts and the same Prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **4. COMMITMENTS OF Bidders**

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre- contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- (i) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- (ii) The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- (iii) The Bidder further confirms and declares to the BUYER that the Bidder in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- (iv) The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (v) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (vi) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (vii) The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- (viii) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (ix) The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- (i) The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from tender process.
- (ii) If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**6. EARNEST MONEY (SECURITY DEPOSIT)**

- (i) Every Bidder while submitting Financial Bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - a. Bank Draft or a DD in favor of .....
  - b. A confirmed guarantee by a nationalized/schedule bank promising payment of the guaranteed sum to the ..... (BUYER) ..... on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - c. Any other mode or through any other instrument (to be specified in the RFP)
- (ii) The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- (iii) In the case of successful Bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (iv) No interest shall be payable by the BUYER to the Bidder on Earnest Money/Security Deposit for the period of its currency.

**7. SANCTIONS FOR VIOLATIONS**

- A. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - 
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the Bidder from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the Performance bank, if furnished by the Bidder, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the Bidder.
  - vii. To debar the Bidder from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middlemen or agent or broken with a view to securing the contract.
  - ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the Bidder, the same shall not be opened.
  - x. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the Bidder's firm, the same shall be disclose by the Bidder at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the Bidder.
  - xi. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife of husband and wholly dependent upon Government servant.
  - xii. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- B. The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Monitor(s) appointed for the purposes of this pact.



## **8. INDEPENDENT MONITORS**

- (i) The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- (ii) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (iii) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (iv) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- (v) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- (vi) The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

## **10. LAW AND PLACE OF JURISDICTION**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

## **11. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

## **12. VALIDITY**

- (i) The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the Bidder/Seller whichever is latter. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- (ii) If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at  
..... on .....

BUYER

Bidder

Name of the Officer

Designation

Organization

Witness

Witness

1)

1)

2)

2)

### **Annexure 3 – Financial Bid Submission Format**

#### **General Instructions**

- i. Bidder should provide all prices as per the prescribed format under this Annexure.
- ii. All the prices are to be entered in Indian Rupees ONLY
- iii. Prices indicated in the schedules shall be inclusive of all Goods and Services Tax.
- iv. Directorate of Health Services, reserves the right to ask the Bidder to submit proof of payment against any applicable taxes.
- v. Directorate of Health Services, shall take into account Goods and Services Tax for the purpose of Evaluation
- vi. The Unit Rate as mentioned in the following formats may be used for the purpose of ‘Change Order’ for respective items, if any. However, based on the market trends, Directorate of Health Services, retains the right to negotiate this rate for future requirement
- vii. For the purpose of evaluation of Financial Bids, Directorate of Health Services shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- viii. Directorate of Health Services may utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to Directorate of Health Services.
- ix. Bidder should study the RFP for details on the functional and technical requirements of the project and the benchmark specifications for the items mentioned in the Commercial formats.
- x. Any cell in the price format if left blank shall be read as ZERO.

**i.Price Bid Covering Letter**

To:

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
Nawa Raipur Chhattisgarh

**Subject:** Submission of the response to the RFP No <> dated <>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of “Selection of SI for Fleet Management of 102 Mahatari Express” do hereby propose to provide services as specified in the Tender documents number **XXXXXXXXXX Dated XX/XX/XXXX**

**1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 5 years form commissioning of the project and contract extension period from the date of opening of the tender.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

**2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the RFP documents, , irrespective of whatever has been stated to the contrary anywhere else in our bid.

**4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP documents. These prices are indicated in the subsequent sub-sections of this Section.

**6. MINIMUM WAGES**

We declare that we shall pay each individual deployed on this project, whether an employee of Bidder at least the Minimum Wages defined by the state of Chhattisgarh.

**7. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal.

Date:

Place:

**ii. Price Summary for 380 Ambulance**

The price summary for 380 ambulances will be derived from the below section . The bidder needs to provide unit rate for each heads. The bidder may add additional heads require to meet the overall solution.

Quantity of the items listed below may be revised (upward or downward) after mutual agreement during the entire period of MOU The below mentioned quantity is only tentative and actual quantity will be reflected in work order.

<b>OPEX :- Operational expense per vehicle per month</b>			
<b>Quoted Cost on -</b>			
a. Manpower			
b. Fuel			
c. Medicine & Consumable			
d. Training			
e. Regular maintenance and Cleaning of the Ambulances			
f. Expenses to operate and maintain Command & Control Center.			
<b>No.</b>	<b>Total No. of Ambulances</b>	<b>Operational Cost per ambulance per month in INR</b>	<b>Cost in Words</b>

**Note:**

1. The **Total Monthly Cost for operation of Per Ambulance Per Month** mentioned in above table (In words) will be considered for L1 calculation.
2. If there is any discrepancy in the Financial Bid, it will be dealt as per the following:
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - If there is a discrepancy between words and figures, the amount in words shall prevail.
  - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Authority, the bid is liable to be disqualified and EMD will be forfeited.
  - If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying

the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.

**Important points for consideration:.**

1. In case of extension of the project after completion of Operation & Maintenance Phase, the payment for '*Cost for providing one Ambulance per month for 24\*7 operations*' component of the monthly fixed fee will not be paid during the extension period.
2. **Fuel Price Fluctuation** - In the event of fuel price change (positive or negative) of more than 10% from the price rate as on the date of bidding, '*Fuel cost per Ambulance per KM*' will be adjusted upward or downward by 10% as the case may be. This will be applicable for every price change of 10% of last established cost. Fuel escalation will be considered from last base rate to the fuel rate on the 1<sup>st</sup> of every month in case the change is greater than 10%, the revised rate will be applicable. This rate will act as a base rate till next change. The department will identify a petrol pump which will be used to derive the fuel price on 1st of every month. Service Provider needs to provide the fuel prices on first of every month on their company letter head. The base price of fuel will be the fuel price on the date of bid submission.
3. GST Revision – Change in GST rate (upward & downward) as applicable on the date of invoicing shall be adjusted and accounted proportionately during the entire contract period.
4. Service provider is required to comply by minimum wages act. In case of any upward/downward revision in minimum wages norms, the change in amount will be revised from the fixed monthly cost based on the request from service provider. Service Provider will be required to furnish reflecting guidelines.

**Annexure 4 – Performance Bank Guarantee Format**

**[On Appropriate Stamp Paper]**

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
NawaRaipur Chhattisgarh

1. Against contract vide Advance Acceptance of the Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ covering “RFP for Selection of SI for Fleet Management of 102 Mahatari Express” (hereinafter called the said 'contract') entered into between Directorate of Health Services, (hereinafter called the Purchaser) and M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch \_\_\_\_\_) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at \_\_\_\_\_ and a branch office at \_\_\_\_\_ are holding in trust in favor of the Purchaser, an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.



3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We .....(Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, 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 Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, .....(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only).
- ii). The Bank Guarantee shall be valid up to .....; and;
- iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorized Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

**Annexure 5 – Earnest Money Deposit Format**

Date: dd/mm/yyyy

To,

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
NawaRaipur Chhattisgarh

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at ..... or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for “RFP for Selection of SI for Fleet Management of 102 Mahatari Express”.

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----  
----- having our registered office at -----  
----- (hereinafter called "the Bank") are bound unto the Directorate of Health Services (hereinafter called "the Client") in the sum of Rs. XXXXXXXX (Rupees XXXXX Only ) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2020

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
  - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
  - b. fails to extend the validity if required and as requested or
  - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 60 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

**(Authorized Signatory of the Bank)**

**Annexure 6 – Non-Disclosure Agreement Format**

<To be signed by Sole Bidder/ Lead Bidder and all consortium members(if any)>

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>>“RFP for Selection of Service Provider for Fleet Management of 102 Mahatari Express”. (hereinafter called the said 'RFP') to the “Directorate of Health Services”, hereinafter referred to as ‘Authority’

And,

WHEREAS, the Bidder is aware and confirms that the Authority’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date:

**Annexure 7 – Undertaking on Exit Management and Transition**

Tender Ref.

Date:

To,

Directorate of Health Services,  
Sector-19, North Block, Atal Nagar,  
NawaRaipur Chhattisgarh

Dear Sir,

**Sub: Undertaking on Exit Management and Transition**

- i. I/We hereby undertake that at the time of completion of our engagement with the Directorate of Health Services, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the Directorate of Health Services or to an agency identified by Directorate of Health Services to the satisfaction of the Directorate of Health Services. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to Directorate of Health Services before transition.
  - b. We undertake to design standard operating procedures, document and train Directorate of Health Services personnel on the same.
- ii. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from Directorate of Health Services.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address

## **6. Service Level Agreement**

### **6.1 Definitions**

- a. Days: All Working and Non-working days (365 days in a calendar year)
- b. 24\*7 means around the clock (24 hours) for all seven days of the week without any non-working days
- c. "Scheduled Maintenance Time" shall mean the time that the Ambulance is not in service due to a scheduled maintenance activity as defined in this SLA
- d. "Scheduled operation time" means the scheduled operating hours of the Ambulance for the month. All scheduled maintenance time on the Ambulance would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the Ambulance and applications will be 24X7X365 (per year).
- e. "Availability" means the time for which the services and facilities are available for conducting operations. Availability is defined as:  $\{(Scheduled\ Operation\ Time - Downtime)/(Scheduled\ Operation\ Time)\} * 100\%$
- f. "Incident" refers to any event/abnormalities in the functioning of the any of Equipment/Services that may lead to disruption in normal operations of the Ambulance or Call Taking Services.
- g. Monthly Fee is defined as Total Fee Payable to the Service Provider by Client for a particular month based on actual services provided.

### **6.2 Interpretation & General Instructions**

- a. SLA report template for O&M phase is to be submitted by the service provider to the client for approval based on defined SLA parameters in the RFP within 30 days of issuance of LOI.
- b. The SLA parameters defined in the RFP may be reviewed and recalibrated on an annual basis. The service provider is required to submit the Corrective Action & Preventive Action (CAPA) plan in case of any revision in SLA parameters.
- c. During O&M phase, the SLA shall be computed on a quarterly basis, for each individual month separately, as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke liquidated damages.
- d. The DHS reserves the rights to compute the SLA on monthly basis if needed
- e. Liquidated damages are mentioned as a percentage of certain components of cost:

For the Implementation Phase related Performance Levels, the liquidated damages are capped at 2% of Total Cost of Bid as defined in the Financial Bid Format of Vol 1 of the RFP.

During O&M phase, liquidated damages are capped at 10% of the total amount payable for every month of O&M phase.

- f. If SLA penalty calculations exceed 15% of the monthly payment for two consecutive months or 25% in any month, then Client may take appropriate action including termination of the contract and invoking the Performance Bank Guarantee.



- g. The Service Provider shall generate and submit monthly SLA reports to Client for all the SLA parameters mentioned in this Agreement. Client may appoint a Third-Party Auditor to measure the performance, accuracy and integrity of the tools generating SLA data and review the monthly SLA reports for SLA penalty computation.
- h. If the Service Provider is getting penalized on two or more parameters because of one incident, then the Service Provider may seek exemption from getting penalized on the parameters resulting in the least amount of penalty. Client may exercise its discretion in granting such exemptions.

### **6.3 SLA Categories and Subcategories:**

The Service Level agreements have been logically segregated in the following categories:

- 1. Implementation Phase SLAs
- 2. Operations & Maintenance Phase SLAs
  - a. Ambulance Availability
  - b. Field Equipment and consumables
  - c. Ambulance Manpower (Driver)

## 6.4 Implementation Phase SLAs

The SLAs applicable during Implementation Stage are as given below:

The Penalty to be deducted for Sr. no 3 (on Project Milestone) will be waived off/refunded in case Project Go live within defined timeline as per the final agreement.

SLA Activities	Completion Timeline (in days)	Major Deliverables	Liquidated Damages	Illustration
<b>Phase I</b>				
Existing fleet survey and submission of report	T+25	Conduct assessment of all existing operational fleet as on Contract Signing Date and submission of report	INR 1 Lakh per one day's delay.	Considering all the reports are submitted on T + 34 <sup>th</sup> day, which is a delay of 9 days post completion timeline, a penalty of INR 9 Lakhs shall be imposed
Driver–on boarding and training for existing fleet	T+40	<ul style="list-style-type: none"> <li>▪ Training completion certificate for each and evaluation of staff by department.</li> <li>▪ Bidder to ensure onboarding of 100% manpower (Driver) required to take over existing fleet operations</li> <li>▪ Bidders to provide undertaking/declaration stating there is no criminal background of the deployed</li> </ul>	INR 1 Lakh per one day's delay.	Considering the documents (for all Drivers) are submitted on T + 53rd day, which is a delay of 13 days post completion timeline, a penalty of INR 13 Lakhs shall be imposed

		Driver. However, the background verification for all the resources is necessary.		
Transition Phase	T + 50	Transition of all existing Ambulances  Transition/handover documents.  Handover of all available spares from old to new service provider	INR 2 Lakh per one day's delay.	Considering the documents (for all Drivers) are submitted on T + 60 <sup>th</sup> day, which is a delay of 10 days post completion timeline, a penalty of (2*10)= INR 20 Lakhs shall be imposed
New Ambulance Deployment Phase - I	T+ 60	Deployment of Ambulances with branding and other equipment's  Deployment of 200 new Ambulances  Surrender of old Ambulances to ensure availability of 380 ambulances for 102 services as a combination of new and old ambulances  Department's inspection report on new Ambulances	INR 1500 per vehicle per day's delay  Post delay of 30 days, INR 3000 per vehicle per day's delay	Considering, 150 vehicles were provided on T+60 day. Remaining 50 vehicles were provided on T+70 days, which is a delay of 10 days post completion timeline, a penalty of 50*10*1500 = INR 7,50,000 shall be imposed.  Considering, 150 vehicles were provided on T+60 day. Remaining 50 vehicles were provided on T+100 days, which is a delay of 40 days post completion timeline, a penalty of (50*30*1500)+(50*10*3000)= INR 37,50,000 shall be imposed.
Phase II				

<p>Driver–on boarding and training for total fleet</p>	<p>T+105</p>	<ul style="list-style-type: none"> <li>▪ Training completion certificate for each and evaluation of staff by department.</li> <li>▪ Bidder to ensure onboarding of 100% manpower (Driver) required to operate 380 Ambulances</li> <li>▪ Bidders to provide undertaking/declaration stating there is no criminal background of the deployed Driver. However, the background verification for all the resources is necessary.</li> </ul>	<p>INR 1 Lakh per one day's delay.</p>	<p>Considering the documents (for all Drivers) are submitted on T + 108<sup>th</sup> day, which is a delay of 3 days post completion timeline, a penalty of INR 3 Lakhs shall be imposed.</p>
<p>New Ambulance Deployment Phase II</p>	<p>T+ 150</p>	<p>Deployment of Ambulances with branding and other equipment's</p> <p>Deployment of remaining new Ambulances</p> <p>Surrender of remaining old Ambulances</p> <p>Department's inspection report on new Ambulances</p>	<p>INR 1500 per vehicle per day's delay</p> <p>Post delay of 30 days, INR 3000 per vehicle per day's delay</p>	<p>Considering, 230 vehicles were provided on T+150 day. Remaining 50 vehicles were provided on T+160 days, which is a delay of 10 days post completion timeline, a penalty of 50*10*1500</p> <p>= INR 7,50,000 shall be imposed.</p> <p>Considering, 230 vehicles were provided on T+150 day. Remaining 50 vehicles were provided on</p>

				<p>T+190 days, which is a delay of 40 days post completion timeline, a penalty of <math>(50*30*1500)+(50*10*3000)=</math> INR 37,50,000 shall be imposed.</p>
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Note:

The penalty amount will be calculated and deducted from the subsequent O&M monthly payments for first 3 months (distributed equally) after Project Commissioning.

In the event of circumstances beyond the control of the Service Provider, Client at its sole discretion may revise the target dates.

## 6.5 Operations and Maintenance Phase SLAs

Following SLAs are applicable at each quarter of Operation and Maintenance Phase of the Project tenure.

### SLAs pertaining Ambulance Availability, Driver, Manpower and consumables

#	SLA Parameter	Definition & Target	Service Level
1.	Ambulance Availability (i.e. - This is based on Mobile Application data Hence, an Ambulance shall be considered unavailable during the time when the device itself is not available)	<p>Availability in Percentage=  <math display="block">\frac{((\text{Total Hours for which Ambulances are actually available in a month})/(\text{Total Ambulance Hours in a month})) \times 100}{}</math></p> <p>Target-100%</p> <p>Note - For an Ambulance, the time may be considered as scheduled servicing, repair other maintenance, breakdown (Such as accident, no fuel, the mobile device unavailability (except network issue or Mobile Application outage) or any other reason ambulance being unavailable for Service. In absence of reserve/substitute ambulance/mobile device being made available for the entire maintenance duration, the ambulance will be considered as unavailable for the entire maintenance time and corresponding time will be deducted from "<i>Total Hours for which Ambulances are actually available in a Month</i>". However, '<i>Total Ambulance Hours in a month</i>' will remain unchanged. Service provider may provision for reserve/substitute Ambulances of the same standard (or better) and</p>	<p>100%</p> <p>For availability <math>\geq 95\%</math> and <math>&lt; 100\%</math>, INR <b>4.5Lakhs</b> for each drop of 1% or part thereof</p> <p>For availability <math>&lt; 95\%</math>, INR 9 Lakhs each drop of 1% or part thereof (illustration).</p> <p>Total penalty amount would be calculated based on cumulative availability computed by adding each Ambulance's availability for the period</p>

#	SLA Parameter	Definition & Target	Service Level
		consumables.	
<p>Illustration for SLA#1:</p> <p>Case 1:</p> <ul style="list-style-type: none"> <li>Considering, 10 vehicles are not available for a given month, the availability percentage would be calculated as <math>(24*30*370)/(24*30*380)*100 = 97.37\%</math>.</li> <li>Penalty for the same shall be computed as <math>(100-97.3)*6,00,000 = \text{INR } 16,20,000</math></li> </ul> <p>Case 2:</p> <ul style="list-style-type: none"> <li>Considering, 20 vehicles are not available for a given month, the availability percentage would be calculated as <math>(24*30*360)/(24*30*380) = 94.74\%</math>.</li> <li>Penalty for the same shall be computed as <math>[(100-95)*6,00,000 ]+[(95-94.74)*9,00,000]= \text{INR } 32,34,000</math></li> </ul>			
2.	Ambulance Breakdown on service request	<p>Ambulance breaks down while attending a service request. Target is zero such incidents</p> <p>Breakdown is defined as mechanical failure of a motor vehicle in such a way that the underlying problem prevents the vehicle from being operated at all, or impedes the vehicle's operation so much, that it is very difficult, nearly impossible, or else dangerous to operate. This SLA Parameter includes all the breakdowns except tire puncture.</p> <p>Based on incidents of reported breakdowns.</p>	<p>100%</p> <p>INR 20,000 per incidence of breakdown while attending service request</p> <p>Total penalty amount would be calculated based on cumulative breakdowns computed by adding each Ambulance's breakdowns for the period</p>
<p>Illustration for SLA#2: Considering 3 breakdowns reported in a month, penalty shall be, <math>(3*60,000) = \text{INR } 1,80,000</math></p>			
3.	Ambulance Retirement & Replacement	<p>Ambulances having completed 2,50,000 KMs are to be retired and replaced within 7 days. Ambulances deemed unfit for operations by the department based on 3</p>	<p>100 %</p> <p>For each noncompliance, INR 1 Lakh for each day delay beyond 7 days</p> <p>The penalty amount for all</p>

#	SLA Parameter	Definition & Target	Service Level
		or more breakdowns in a month are to be retired and replaced within 7 days. Target is 100%	incidents would be added to calculate total penalty under this criterion

Illustration for SLA#3: Considering service provider took 10 days for replacement of vehicle eligible for retirement, penalty shall be  $(10-7)*1,00,000 = \text{INR } 3,00,000$

4.	Ambulance mobilization time	<p>Ambulance mobilization from deployment location towards beneficiary location post receiving service request from Integrated Command Center.</p> <p>Mobilization Time will be calculated as difference between “Time when ambulance received the notification from Integrated Command Center” and “Time at the vehicle start from the deployment location by pressing En-route button”.</p> <p>Target – Within 2 minutes for 100% of the service request.</p>	100%
			<p>Target – Zero incidents involving mobilization of ambulance beyond 3 minutes (calculated on per case basis )</p> <p>Post that <b>INR 200/min</b> delay or part thereof</p> <p>Total penalty would be calculated by adding penalty for each minute delay for every ambulance for this criterion</p> <p>Note: In case the notification/SMS to the Ambulance mobile is undelivered or not responded, the bidders help desk representative stationed in integrated command center will be notified at the same time and has to ensure mobilization of an Ambulance within stipulated time.</p>

Illustration for SLA#4: Considering vehicle mobilization time for delayed service requests are as follows:

Vehicle	Mobilization Time	Delay
Vehicle 1	2 Min 40 Sec	40 Sec
Vehicle 2	2 Min 35 Sec	35 Sec
Vehicle 3	5 Min 10 Sec	3 Min 10 Sec
Vehicle 4	4 Min 20 Sec	2 Min 20 Sec
<b>Total</b>	<b>14 Min 45 Sec</b>	<b>6 Min 45 Sec</b>

As 6 Min 45 Sec translates as 6.75 minutes, penalty for delay shall be  $(6.75*200) = \text{INR } 1,350$



#	SLA Parameter	Definition & Target	Service Level
5.	Ambulance arrival at caller's location	<p>Ambulance arrival at caller's location after mobilization from deployed location.</p> <p>Target for Urban area within 20 Minutes after trip assignment</p> <p>Target for Rural/Tribal area within 30 Minutes after trip assignment</p> <p>Travel Time will be calculated as difference between "Time when ambulance arrived at the caller's location" and "Time at the vehicle start from the deployment location by pressing En-route/Trip Start button".</p>	<p>100%</p> <p>Target – Zero incidents involving arrival of ambulance at caller's location beyond threshold for area category.</p> <p>Post that INR 200/ min of delay</p> <p>Total penalty would be calculated by adding penalty for each minute delay for every ambulance for this criterion</p>

Illustration for SLA#5:

- Considering vehicle arrival time at caller's location for delayed service requests in Urban Areas are as follows:

Vehicle	Arrival Time	Delay
Vehicle 1	12 Min 40 Sec	2 Min 40 Sec
Vehicle 2	12 Min 35 Sec	2 Min 35 Sec
Vehicle 3	15 Min 10 Sec	5 Min 10 Sec
Vehicle 4	14 Min 20 Sec	4 Min 20 Sec
<b>Total</b>	<b>54 Min 45 Sec</b>	<b>14 Min 45 Sec</b>

As 14 Min 45 Sec translates as 14.75 minutes, penalty for delay shall be  $(14.75 * 200) = \text{INR } 2,950$

- Considering vehicle arrival time at caller's location for delayed service requests in Rural / Tribal Areas are as follows:

Vehicle	Arrival Time	Delay
Vehicle 1	30 Min 25 Sec	25 Sec
Vehicle 2	34 Min 35 Sec	4 Min 35 Sec
Vehicle 3	35 Min 10 Sec	5 Min 10 Sec
Vehicle 4	34 Min 20 Sec	4 Min 20 Sec
<b>Total</b>	<b>134 Min 30 Sec</b>	<b>14 Min 30 Sec</b>

As 14 Min 30 Sec translates as 14.50 minutes, penalty for delay shall be  $(14.50 * 200) = \text{INR } 2,900$

6. Unserved Service Providing service on all valid 100%

#	SLA Parameter	Definition & Target	Service Level
	Request	<p>service request generated by Integrated Command center.</p> <p>Target -100%</p> <p>Total Unserved Service Request = (Total Service Request Generated at Integrated Command Centre ) – (Total Service Requests handled by Fleet)</p> <p>Unserved request can be defined as service request received at call center and dispatched by executive but not catered / fulfilled by ambulance.</p>	<p>Penalty of Rs. 25,000 per unserved service request by service provider. To be computed based on data provided by service provider for Integrated Command Centre.</p> <p>Total penalty would be calculated by adding penalty for individual unserved service request for this criterion</p>
<p>Illustration for SLA#6: In case of total cumulative 5 unserved service request by the service provider for all the ambulances in a given month, penalty of <math>(5*25,000)=</math> INR 1,25000 shall be applicable.</p>			