

**Department of Medical, Health and Family Welfare,**  
**Government of Uttar Pradesh**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT**  
**FOR**

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**Selection of Service Provider for Operating Advanced Life Support (ALS)**  
**Ambulance Services in Uttar Pradesh**

**INSTRUCTION TO BIDDERS: PART – I**

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**Bid Ref. No.: 265/SPMU/ALS Ambu/2016-17/III**



**National Health Mission, Uttar Pradesh**  
**Mission Director, NHM - UP**  
**Vishal Complex, 19-A Vidhan Sabha Marg**  
**Lucknow, U.P., India - 226001**  
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**28<sup>th</sup> November 2016**

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## GLOSSARY

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	Arbitrator	Dispute Resolving Authority – Arbitrator Tribunal shall consist of Three (3) Arbitrators.
2.	ALS	Advanced Life Support
3.	ARC	ALS Response Centre
4.	Bidder	A Sole Bidder or Principal Bidder in case of a Consortium
5.	BLS	Basic Life Support
6.	CMO	Chief Medical Officer
7.	CMS	Chief Medical Superintendent
8.	Contract Signing Authority	Director General Medical and Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
9.	COPA	Cuffed Oropharyngeal Airway
10.	CLW	Contused Lacerated Wound
11.	DD	Demand Draft
12.	DGMH	Director General Medical and Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
13.	EMD	Earnest Money Deposit or Bid Security
14.	GoUP	Government of Uttar Pradesh
15.	GPS	Global Positioning System
16.	LMA	Laryngeal Mask Airway
17.	LOI	Letter of Intent (with reference to bid process and contracting)
18.	NHM	National Health Mission
19.	Nodal Authority	Mission Director, National Health Mission, Uttar Pradesh
20.	Nodal Person	A person nominated by Nodal Authority for assignment of ALS Ambulances
21.	Paying / Implementing Authority	Director General Medical and Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh

<b>S. No.</b>	<b>Item</b>	<b>Abbreviation Description or Definitions / Interpretations</b>
22.	POA	Power of Attorney
23.	RFP	Request for Proposal
24.	RFQ	Request for Qualification
25.	TDS	Tax Deducted at Source

## DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of the Nodal Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder. Whilst the information in this RFP has been prepared in good faith, the RFP is not and does not purport to contain all the information the bidder may require. Neither the GoUP, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the GoUP or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of GoUP, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

## BID DATA SHEET

Request for Proposal issued by Mission Director, National Health Mission, Uttar Pradesh

S. No.	Topic	Reference Details / Description								
1.	The Name and Objectives of the Project	<p>Name of the Project: Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh</p> <p>The objectives of this project are:</p> <ul style="list-style-type: none"> <li>▪ To provide 24 x 7 Advanced Life Support Ambulance Services for Inter-facility transfers through rolling out 150 ALS Ambulances across all 75 districts in Uttar Pradesh</li> <li>▪ Respond to critical medical emergencies in the State of UP through a fleet of ambulances</li> <li>▪ Provide ALS Response Centre (ARC) to receive direct calls from CMS/CMO/Nodal Person</li> <li>▪ Provide trained manpower and equipment to manage ALS operations</li> </ul>								
2.	Required Proposals	<ol style="list-style-type: none"> <li>1. Qualification Bid (as per details in 2.10.2).</li> <li>2. Financial Bid (as per details in 2.10.3).</li> </ol>								
3.	Bid Timelines	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Publication of RFP</td> <td style="width: 50%; text-align: center;"><b>29<sup>th</sup> November 2016</b></td> </tr> <tr> <td>Last date for submission of Bids</td> <td style="text-align: center;"><b>14<sup>th</sup> December 2016, by 11 A.M</b></td> </tr> <tr> <td>Opening of Technical Bids</td> <td style="text-align: center;"><b>14<sup>th</sup> December 2016, at 3 p.m.</b> 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow</td> </tr> <tr> <td>Opening of Financial bids of the Technically Qualified Bidders</td> <td>Will be communicated later only to technically qualified / responsive Bidders</td> </tr> </table>	Publication of RFP	<b>29<sup>th</sup> November 2016</b>	Last date for submission of Bids	<b>14<sup>th</sup> December 2016, by 11 A.M</b>	Opening of Technical Bids	<b>14<sup>th</sup> December 2016, at 3 p.m.</b> 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow	Opening of Financial bids of the Technically Qualified Bidders	Will be communicated later only to technically qualified / responsive Bidders
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Last date for submission of Bids	<b>14<sup>th</sup> December 2016, by 11 A.M</b>									
Opening of Technical Bids	<b>14<sup>th</sup> December 2016, at 3 p.m.</b> 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow									
Opening of Financial bids of the Technically Qualified Bidders	Will be communicated later only to technically qualified / responsive Bidders									
4.	Contact Details of Nodal Authority for all Bidder Queries	<p><b>Deputy General Manager, EMTS</b> SPMU, National Health Mission (NHM) Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow. Phone: 0522-2237391, 2237497, 2237498, fax-0522-2237574 Email id: <a href="mailto:spmu102108@gmail.com">spmu102108@gmail.com</a></p>								
5.	Language in which proposals should be submitted	English								
6.	Single currency for	Indian Rupee								



S. No.	Topic	Reference Details / Description
	price conversion	
7.	EMD / Bid Security	Rs. 90,00,000/- (Rupees Ninety Lakhs only). The Bid Security shall be kept valid for 180 days from the date of submission of bids (the “ <b>Proposal Due Date</b> ”).
8.	Performance Security	Rs. 4,50,00,000/- (Rupees Four Crores and Fifty Lakhs only)
9.	Agreement Period	5 years
10.	Proposals must remain valid for	The Bid shall be valid for a period of not less than 180 days (Bid Validity Period) from the “ <b>Proposal Due Date</b> ”.
11.	Address for Proposal Submission	<b>Mission Director,</b> SPMU, NHM Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001 Phone: 0522-2237497, 2237498, fax-0522-2237574 Email id: <a href="mailto:mdupnrhm@gmail.com">mdupnrhm@gmail.com</a>
12.	Bid Parameter (Payment Terms)	The bidder offering the Lowest Rate Per KM will be the selected L-1 bidder and will be awarded the Contract.

## 1 BACKGROUND INFORMATION

### REQUEST FOR PROPOSAL

#### Department of Medical and Health, Government of Uttar Pradesh (GoUP)

#### 1.1 Background Information

- 1.1.1 Mission Director, National Health Mission, Uttar Pradesh, (the “**Nodal Authority**”) seeks to engage the private sector in operation of 24X7 Advance Life Support (ALS) Ambulance Services in all Districts of Uttar Pradesh, and has decided to carry out the bidding process for selection of a private entity as the Service Provider to whom the Project may be awarded.
- 1.1.2 This Request for Proposal (RFP) is for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” (hereinafter referred to as “**Project**”) for *a period of 60 months* from the Commencement Date as specified in the draft Contract Agreement.
- 1.1.3 This RFP consists of two Parts as listed below and would include any Annexure issued in accordance with Clause 2.19 of this RFP.

<b>PART I</b>	Instructions to Bidders
<b>PART II</b>	Draft Contract Agreement along with its Schedules

- 1.1.4 Interested parties may obtain the RFP document from Mission Director, SPMU, NHM, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow; Phone: 0522-2237497, 2237498, on all working days between 10.00 am and 04.00 pm IST by written request clearly stating “**Request for Proposal for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh**” and on submission of a non-refundable fee of Rs. 25,000/- (Rupees Twenty-five Thousand Only) by way of a crossed demand draft drawn in favour of **State Health Society, Uttar Pradesh**, payable on any scheduled bank in Lucknow. The Nodal Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier.
- 1.1.5 The RFP document is also available on the website <http://upnrhm.gov.in>. Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee of Rs. 25,000/- (Rupees Twenty-five Thousand Only), by way of a crossed Demand Draft drawn in favour of **State Health Society, Uttar Pradesh**, payable on any Scheduled Bank in Lucknow, at the time of the submission of the Proposal.
- 1.1.6 The purchaser of the RFP document must be the Bidder itself or a member of the Consortium submitting the Proposal.

- 1.1.7 A Single Stage Bidding process will be followed to decide the Selected Bidder. There will not be any separate Pre-Qualification Stage for short-listing of Bidders. Bids will be evaluated in two steps.

As underlined in Section 3, in the first step, the Bids will be assessed for responsiveness to the qualification and eligibility criteria.

Those Bidders who meet the minimum eligibility criteria and are found to be responsive shall be shortlisted and only their Financial Bids shall be opened for evaluation. The Financial Bids of Bidders not qualifying the threshold eligibility criteria or not found to be responsive will be returned unopened.

- 1.1.8 The Contract Signing Authority will enter into a Contract Agreement with the Selected Bidder. The draft of Contract Agreement is provided in Part II of this RFP.

- 1.1.9 Further, all the parts of the Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. The key figures quoted in the Financial Bid should be mentioned in words also. In the event, of any deviation from any of the instructions mentioned herein have not been adhered to, the Nodal Authority may at its sole discretion reject the Proposal.

- 1.1.10 RFP submissions must be received no later than 11:00 AM on “**Proposal Due Date**” in the manner specified in the RFP document at the address given in Clause 1.1.12 and the Nodal Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

- 1.1.11 The key dates and other particulars relating to the RFP are given in the Bid Data Sheet placed at the beginning of the RFP document. The Nodal Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.

- 1.1.12 Address of Submission of Proposal:

*Mission Director,*

*SPMU, NHM,*

*Vishal Complex, 19-A, Vidhan Sabha Marg,*

*Lucknow, Uttar Pradesh 226001*

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 General terms of Bidding

- 2.1.1 All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Contract Agreement.
- 2.1.3 The Nodal Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate the entire selection process without any liability or any obligation to any of the Bidders and without assigning any reason.

### 2.2 Scope of Work

- 2.2.1 Government of Uttar Pradesh seeks to establish Advanced Life Support (ALS) Ambulance Services with the aim of providing fast service in critical medical emergencies in any part of the State (urban and rural); provide advanced medical aid and transport them to the nearest referral facility in as short a timeframe as possible. The details of Scope of Work are mentioned in Schedule 1 of the Draft Contract Agreement.
- 2.2.2 The Selected Bidder shall be responsible for the entire implementation, operation and maintenance of ALS Ambulance Services in accordance with the provisions of the Contract Agreement (the “**Agreement**”). The Contract Agreement would be entered into between the Selected Bidder and the Contract Signing Authority in the form provided by the Nodal Authority as part of the Bidding Documents pursuant hereto.
- 2.2.3 The services shall be provided in all the existing seventy-five (75) districts / eighteen (18) divisions of Uttar Pradesh. The ALS ambulances shall be allowed to transfer patients referred by CMO/CMS/Nodal Person to Delhi / PGIMER Chandigarh, provided the distance between referring location and Delhi / PGIMER Chandigarh is less than or equal to 200 KM. The list of UP Districts within 200 KM of Delhi / PGIMER Chandigarh is provided in Annexure 7.
- 2.2.4 The Nodal Authority envisages initial operations of a total of 150 Advanced Life Support (ALS) Ambulances as part of scope of work for ALS Ambulance Services. ALS Services will be supplemented with well-equipped and adequately staffed centralized Call Centre that is accessible through 4 (Four) dedicated phone lines at the ALS Response Centre (ARC).
- 2.2.5 The services shall be provided free of cost to the public.
- 2.2.6 The term of Contract Agreement shall be for the period of 60 (sixty) months / 5 (five) years. (the “**Term / Agreement Period**”).

- 2.2.7 The services shall operate 24 hours a day, 365 days a year.
- 2.2.8 The Service Provider shall be paid the Fee basis **distance covered per day per Ambulance** from the Paying / Implementing Authority for discharge of obligation and services as per the provisions of Contract Agreement.
- 2.2.9 The Implementing Authority will be responsible for procuring and providing the Ambulances. The Ambulance make, model and other specifications are as per Annexure 6. The Service Provider shall be given possession of the 150 ALS Ambulances for the purpose of operation and maintenance, as per the terms of the Contract Agreement.
- 2.2.10 The Service Provider will be responsible for fabrication, procurement and maintenance of equipment for the Ambulances.
- 2.2.11 The Service Provider will be responsible for overall administrative, technological, managerial and leadership support for ALS services.
- 2.2.12 The ALS ambulances will augment the fleet of BLS ambulances currently being operated through 108 Emergency Response Centre and ambulances being operated through 102 National Ambulance Service.
- 2.2.13 The Service Provider shall be required to appoint and recruit staff and impart adequate training to manpower.
- 2.2.14 Service Provider should deploy trained staff in ALS ambulances and ARC:
- (a) Ambulance Personnel - Each Ambulance should have a Driver and an Advanced Cardiac Life Support Certified Emergency Medical Technician.
  - (b) ARC Personnel – Service Provider will deploy following personnel at ARC on 24x7 basis:
    - (i) Service Providers / Executives (minimum 4) to receive calls for ALS requests
    - (ii) Doctor / Physician (minimum 1) for facilitating emergency response and administering critical care through calls
    - (iii) ARC Executive shall have a minimum qualification of a Paramedic while the Physician should at least be MBBS Allopathy
- 2.2.15 The Service Provider will establish and maintain 24\*7 ARC at Lucknow, Uttar Pradesh. The Service Provider will provide direct lines for the CMS/CMO/Nodal Person to request for ARC. The public cannot call directly to ARC; the calls from public will be routed through 108 Emergency Response Centre.
- 2.2.16 The Service Provider will discuss with GoUP and 108 Operator to jointly agree on protocols for transferring the calls between 108 and ARC to cater to ALS service requests and returning the calls for BLS (in case ALS is not available).
- 2.2.17 The Service Provider will bear the costs associated with training of 108 Call Centre executives, to identify ALS cases and service overlaps / integration of processes and protocols between 108 Call Centre and ARC.
- 2.2.18 The Service Provider will comply with Performance Standards (per Schedule 3 of Part – II of the RFP document) for Call Centre, for handling all calls and queries.

- 2.2.19 Service Provider should ensure sufficient space to accommodate hardware, furniture, other equipment and support staff at ARC.
- 2.2.20 Service Provider will coordinate ambulance services, especially the logistics / scheduling aspects.
- 2.2.21 The Service Provider will have to install Global Positioning System (GPS) in all ALS ambulances to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider will provide GPS enabled trip data to the Paying / Implementing Authority for performance monitoring and payment purposes. GPS device should have capacity to store data during "No Network Connection" situation and upload the same when network connectivity is re-established. Variance of only up to 10% in GPS data recording shall be acceptable.
- 2.2.22 Service Provider will conduct periodic analysis of ALS utilization data and give recommendations to the Paying / Implementing Authority for improving ALS services e.g. what would be better location for ALS deployment in each district
- 2.2.23 Service Provider will ensure that the ambulances fully comply with the stipulated requirements (specified under Annexures 2 to 5) enforced by the Paying / Implementing Authority.
- 2.2.24 The Paying / Implementing Authority will procure and provide the Ambulances. The associated equipment based on the specifications, as provided in Annexure 2, will be procured by the Service Provider. Additionally, the procurement of hardware equipment and software for ARC shall be done by the Service Provider.
- 2.2.25 The Service Provider shall permanently stock the Ambulance with the essential, good quality consumables & medical consumables (as per the list provided in Annexures 3, 4 and 5) and as may be required based on the experience of the Service Provider. The list will have additions/deletions based on local needs and capabilities and should be updated every year.
- 2.2.26 The Service Provider will procure all medical consumables, disposables, consumables and supplies from the open market subject to compliance with quality standards laid down by the State.
- 2.2.27 The Service Provider shall operate and maintain the ARC, Ambulances, equipment and other facilities in a good and working order with appropriate maintenance and repair and if required, modify, repair, replace and improve the facilities.
- 2.2.28 The Service Provider shall duly insure and maintain at all times comprehensive insurance cover at its own cost, with regard to the Ambulances and equipment fitted therein. The Ambulances would be exempt from paying the Road Tax.
- 2.2.29 The Paying / Implementing Authority shall have the right to increase number of ALS Ambulances (maximum to 250) beyond the present number of 150 within 5 (five) years from the date of execution of this Agreement.
- 2.2.30 In the event of any such change in the number of ALS Ambulances by the Paying / Implementing Authority, the Service Provider shall operate and maintain the additional Ambulances till the remaining term/duration of this Agreement, as part of the existing scope of work and upon the same terms and condition as specified in this Agreement.

## 2.3 Eligibility to bid

2.3.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a sole Bidder (Company/Society/Trust) or a group of Companies (maximum three) coming together as Consortium to implement the Project. The Bidder may also be a Consortium having a constituent member operating internationally and registered outside India.
- (b) The Bidder cannot be an individual or group of individuals. If the Bidder is other than Consortium of Companies, it should only be a registered legal entity such as company registered under Companies Act, 1956 or an equivalent law outside India, Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India, or trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law applicable in any State of India.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less

- than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
  - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
  - (vi) such Bidder, or any Associate thereof has participated as a consultant to the Nodal Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

For avoidance of doubt it is made clear that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be more than 50%.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Nodal Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged



after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.1 shall include each Member of such Consortium.

2.3.2 To be eligible for bidding under this RFP, a Bidder shall fulfil following conditions of eligibility:

(a) **Technical Capacity:**

- (i) The Bidder should have at least 3 (three) years of experience during the last five years of running and maintaining a minimum fleet of 50 ALS ambulances in a single project (nationally or internationally).
- (ii) The Bidder shall have minimum three years of experience during last five years of setting up and running an Emergency Response Centre supported by a Call Centre of at least 5 (five) seats, set up and managed by the Bidder, nationally or internationally.

(b) **Financial Capacity:** The Bidder shall have an average annual turnover / gross receipts (last three financial years' average) of at least Rs. 18 Crores. 50% of the average annual turnover / gross receipts (last three financial years' average) should be from running ALS Ambulance Services (i.e. Rs. 9 Crores).

For the purpose of evaluation of a Consortium, the Principal Bidder shall have an average annual turnover / gross receipts (last three financial years' average) of at least Rs. 18 Crores. 50% of the average annual turnover (last three financial years' average) should be from running ALS Ambulance Services (i.e. Rs. 9 Crores).

2.3.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.

2.3.4 The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorising the signatory of the Proposal to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at FORMAT 3.

2.3.5 Where the Bidder is a single entity as mentioned in clause 2.3.1 (a) of this RFP, it shall be required to be incorporated under the Indian Companies Act, 1956 to execute the Contract Agreement and undertake the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 3 (three) members; The Bidder may also be a Consortium having a constituent member operating internationally and registered outside India;
- (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the Lead Bidder (the "**Principal Bidder / Lead Member**"). The Lead Member in case of Consortium

should have at least 51% stake of the consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Service Provider should be registered as a legal entity, such as a company registered under Companies Act, Partnership Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country.

- (d) The nomination(s) shall be supported by a Power of Attorney, as per the format at FORMAT 3, signed by all the other members of the Consortium;
- (e) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (f) an individual Bidder cannot at the same time be member of a Consortium submitting a Bid for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting a Bid.

2.3.6 Any entity which has been barred by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder / member is expected to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.

2.3.7 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.3.2, the Technical Capacity and Financial Capacity of their respective Associates will also be considered, provided the Bidder / Consortium Member furnishes along with the Bid a Letter of Comfort and Undertaking from such Associate as per the format at FORMAT 13 and FORMAT 14, along with certified copy of the Board resolution of the Associate authorising execution of the Letter of Comfort and Undertaking.

For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

For avoidance of doubt it is made clear that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be at least 51%.

2.3.8 While Bid is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or

- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Relevant Authority from National Security and Public Interest perspective. The decision of the Nodal Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Nodal Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Nodal Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.3.9 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **2.4 Change in Ownership**

- 2.4.1 A Single Bidder or in case of a Consortium, the Lead Member of the Consortium acknowledges and agrees that it shall hold at least 51% (fifty-one per cent) stake of the consortium at all times until the end of Contract Agreement Period.

- 2.4.2 Subject to the relevant provisions of Clause 2.3 and the condition that the Bidder remains qualified after the Change in Ownership, as required by the provisions of the RFP, the Change in Ownership may be permitted in the following cases:

- 1 the Bidder with any of its Affiliates
- 2 Parent/ Affiliate (whose technical and / or financial credentials were used at the time of RFP), as the case may be, with any other Affiliate/Parent, as the case may be, of the Bidder
- 3 Parent/ Affiliate/Ultimate Parent / Bidder with any other company provided
  - a) the company is not a Bidder for the Project,
  - b) Parent/ Affiliate/Ultimate Parent of the company is not a Bidder for the Project,
  - c) the company is not Parent/ Affiliate/Ultimate Parent of any Bidder for

the Project

- 4 In case of a Change in Ownership, the Lead Member/Principal Bidder in case of a Consortium shall make a request for approval of such change within seven (7) days of such change or the date it has been declared qualified by the Nodal Authority, whichever is later.

**2.4.3 Change in membership of a Consortium:** Any request for change in the membership of the Consortium would be considered provided that the Lead Member remains unchanged and that the Bidding Consortium makes a written application to the Nodal Authority seeking its approval of such change within seven (7) days of signing of the revised Contract Agreement or the date it has been declared qualified by the Nodal Authority, whichever is later, provided that the changed Consortium continue to fulfill all the Technical Qualification Requirements, as specified in the RFP.

**2.4.4** The Bidder acknowledges and agrees that the number of members shall not exceed 3 (three) and the Lead Member, shall hold at least 51% (fifty one per cent) stake of the consortium at all times for the entire Contract Agreement period. For the avoidance of doubt, the provisions of the Clauses 2.4.1, 2.4.2, and this Clause 2.4.3 shall apply only when the Bidder is a Consortium.

**2.4.5** The Bidder further acknowledges and agrees that the obligations mentioned in Clauses 2.4.1, 2.4.2 and 2.4.3 shall be the minimum, and shall be in addition to such other obligations as may be contained in the Contract Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement and dealt with as such thereunder.

## **2.5 Number of Bids and costs thereof**

**2.5.1** No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

**2.5.2** The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Nodal Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.6 Site Visit and Verification of Information**

**2.6.1** Bidders are encouraged to submit their respective Bids after visiting the State and ascertaining for themselves of the health profile, health facilities in the state, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them.

**2.6.2** The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of RFP will be at the Bidders' own risk and make the Bid non-responsive.

## **2.7 Acknowledgement by Bidder**

- 2.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the Nodal Authority;
  - (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Nodal Authority, or a ground for termination of the Contract Agreement by the Service Provider;
  - (e) acknowledged that it does not have a Conflict of Interest; and
  - (f) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.7.2 The Nodal Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Nodal Authority.

## **2.8 Right to accept or reject any or all Bids**

- 2.8.1 Notwithstanding anything contained in this RFP, the Nodal Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Nodal Authority rejects or annuls all the Bids, it may, in its discretion, invite all Bidders to submit fresh Bids hereunder.
- 2.8.2 The Nodal Authority reserves the right to reject any Bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Nodal Authority, the supplemental information sought by the Nodal Authority for evaluation of the Application.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOI or entering into of the Contract Agreement, and if the Bidder has already been issued the LOI or has entered into the

Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be modified, by a communication in writing by the Nodal Authority to the Bidder, without the Nodal Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Nodal Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

- 2.8.4 The Nodal Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Nodal Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Authority thereunder.

## 2.9 Payment Terms

- 2.9.1 The Paying Authority (Director General Medical and Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh) will provide a **mobilization amount of Rs 7.8 Crores** to Service Provider to procure and install specified life support equipment in ALS ambulances. Another Rs 1.95 Crores will be provided to the Service Provider after deployment of the last of the 150 ALS ambulances.

- 2.9.2 The Service Provider shall be required to submit an unconditional and irrevocable Bank Guarantee to the Paying Authority of Rs 10.725 Cr, to avail the mobilization advance.

- 2.9.3 The Service Provider may repay the entire Mobilization Advance to the Paying Authority in either of the following two ways:

1. two (2) equal half-yearly instalments. The first instalment for the repayment of the Mobilization Advance shall be due on or before the date falling 6 months after the release of mobilization advance,

OR

2. four (4) equal half-yearly instalments, over a period of two (2) years. In this case the Service Provider shall furnish a Bank Guarantee (BG) of Rs.11.7 Cr as repayment of Mobilization Advance. The first instalment for the repayment of the Mobilization Advance shall be due on or before the date falling 6 months after the release of mobilization advance. Each of the remaining instalments would follow a 6-month schedule, with each instalment to be paid on or before 6 months of last instalment payment.

- 2.9.4 Payment to the Service Provider will be basis **distance covered in KMs per day per ambulance** and will include a Minimum Guaranteed Payment and an Incentive Payment.

- 2.9.5 **Minimum Guaranteed Payment:** Paying Authority will give a minimum guaranteed payment equivalent to cost of covering distance of 75 km per ambulance per day as per the formula indicated below:

- Minimum Guaranteed Payment = 75 KM x (Rate per KM quoted by the bidder) x (Number of active ALS Ambulances **plying to provide Advanced**

**Life Support (ALS) Ambulance Services in Uttar Pradesh** during the month) x (Average uptime in Days for ALS ambulances during the month)

2.9.6 **Incentive Payment:** If total distance (in KM) covered by all ALS ambulances in the month exceeds 75 KM x (Number of ALS Ambulances **plying to provide Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh** during the month) x (Average uptime in Days for ALS ambulances during the month), Paying Authority will pay an additional Incentive component as per the formula indicated below:

- {Rate per KM quoted by the bidder} x {[Total distance, in KM, covered by all ALS ambulances in the month] – [75 x (Number of ALS Ambulances operational during the month) x (Average uptime in Days for ALS ambulances during the month)]}

**For Example:**

- Rate per KM quoted (per Financial Bid of Selected Bidder) = Rs. 32/-
- Number of ALS Ambulances operational during the month = 150
- Total distance covered by all ALS Ambulances in a month = 110 KMs x 150 ambulances
- Average uptime of the Ambulances = 30 days

Hence **Incentive Payment = (32 x 110 x 150) – (75 x 150 x 30) = Rs. 1,90,500/-**

2.9.7 The monthly payment shall be made on the calendar month basis. The fee payable for the first calendar month after the Commencement date shall be calculated from the Commencement date to the end of said calendar month.

2.9.8 The Service Provider shall be allowed an annual increment of 8% (on the KM rate) or the annual percentage change in the Consumer Price Index (IW) (from the month of commissioning of the last ALS ambulance), whichever is lower.

Consumer Price Index (IW) can be referred at <https://data.gov.in/catalog/all-india-consumer-price-index-ruralurban>.

2.9.9 The Service Provider shall be required to submit invoices by 7th (seventh) day of every month for the previous month along with the GPS data for distance covered and a declaration stating that it has performed all the activities and tasks envisaged under the Agreement. The invoices shall be supported with Paying Authority approved Monthly reports.

2.9.10 The payment will be made on monthly basis within 30 days of submission of the Invoice or after 30 days of resolution of dispute, whichever is later, and after deducting: (i) any TDS or other applicable taxes, (ii) any penalties, that may be imposed by Paying Authority and (iii) any amounts recoverable by Paying Authority

2.9.11 If the invoices or claims made by the Service Provider are found to be incorrect, the Service Provider may be liable to refund to the Paying Authority, solely at the

discretion of the Paying Authority, two times of the amount wrongly invoiced or claimed.

- 2.9.12 In case, the Paying Authority is not able to make payment to the Service Provider within the stipulated time, it shall be liable to pay the Service Provider an interest 0.1% on the unpaid amount for each day's delay, subject to the maximum of 40% of the unpaid monthly amount
- 2.9.13 The Service Provider will have to install Global Positioning System (GPS) to ensure all trip distances are accurately recorded. In case GPS device is non-functional, for a maximum permissible limit of one day (i.e. 24 continuous hours) per month per ambulance, payment to the ALS Service Provider may be made for trips made by the ALS ambulance on that day basis distance indicated in trip sheet / log book and verified by CMS/CMO/Nodal Person. Service Provider needs to repair/ replace the GPS device within one day. If the GPS device is non-functional on the second day, the ALS Ambulance will be considered to be non-operational. Variance of only up to 10% in GPS data recording shall be acceptable.
- 2.9.14 In case of any disputes pertaining to payments and deductions, the dispute resolution procedure laid out in the Contract Agreement (Article 18) will be adhered to.

## **2.10 Preparation and Submission of Bids**

- 2.10.1 The Proposal in response to the RFP should be in English and is to be submitted in two (2) parts:
- PART 1: Qualification Bid
  - PART 2: Financial Bid
- 2.10.2 PART 1: Qualification Bid

The Bidder is expected to provide details of its registration as per FORMAT 9 and furnish documents to support its claim.

A summary of relevant past experience should be provided as per FORMAT 9.

Details of all information related to past experience and background should describe the nature of work, name & address of client, date of award of assignment, size of the project etc. as per FORMAT 10. The Experience furnished by the Bidder shall also be acceptable in the format of its respective client. This shall however mandatorily specify the Bidder's Scope of Work, Duration of project experience & Geography.

The Bidder should submit details of financial capacity / capability for the last three (3) financial years as per FORMAT 11. The Qualification Bid should be accompanied with the CA Certified / Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the Members of Consortium should be submitted.

The additional information to be provided in case of Consortium is mentioned in Clause 2.12.



**The checklist for information to be submitted (in prescribed formats) for the Qualification Proposal is provided in the table below:**

<b>INFORMATION TO BE PROVIDED</b>	<b>FORMAT NUMBER</b>
COVERING LETTER FOR PROPOSAL SUBMISSION	FORMAT 1
POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	FORMAT 2
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (If Applicable)	FORMAT 3
AFFIDAVIT	FORMAT 4
ANTI-COLLUSION CERTIFICATE	FORMAT 5
PROJECT UNDERTAKING	FORMAT 6
BOARD RESOLUTION FOR COMPANIES	FORMAT 7
UNDERTAKING FOR INDIVIDUAL MEMBERS	FORMAT 8
INFORMATION REGARDING PAST EXPERIENCE OF THE BIDDER	FORMAT 9
DETAILS OF ELIGIBLE EXPERIENCE	FORMAT 10
FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED BY EACH MEMBER IN CASE OF CONSORTIUM)	FORMAT 11
FINANCIAL BID (ON THE LETTER HEAD OF THE BIDDER / LEAD MEMBER)	FORMAT 12
LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE (ON THE LETTER HEAD OF THE ASSOCIATE)	FORMAT 13
CERTIFICATE FROM STATUTORY AUDITOR/ COMPANY SECRETARY REGARDING ASSOCIATE	FORMAT 14

### 2.10.3 PART 2: Financial Bid

The Bidder should quote monthly fee per ambulance for undertaking the aforesaid Project across the State of Uttar Pradesh in accordance with the Bidding Documents and the Contract Agreement.

The Financial Bid should be submitted as per FORMAT 12.

## **2.11 Preparation and Submission of Proposals**

- 2.11.1 All Proposals submitted must be duly signed and stamped by the Authorised representative of the Bidder.
- 2.11.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorising the signatory of the Proposal to execute the Proposal. In case the Bidder is a Consortium, the bidder must comply with the additional requirements for Bidding as a Consortium as specified in Clause 2.12 of this RFP.
- 2.11.3 The Proposal shall be signed on each page initialled by a person or persons duly authorised to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.11.4 An Affidavit as per FORMAT 4 should be submitted along with the Proposal.
- 2.11.5 The Proposal shall be accompanied with an Anti Collusion Certificate on the letter head of the Bidder or each of the Member (in case of a Consortium) as the case may be as per FORMAT 5.
- 2.11.6 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the Single entity as the case may be as per FORMAT 6.
- 2.11.7 The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project.

## **2.12 Additional Requirements for Proposals from a Consortium**

- 2.12.1 Consortium should comply with the following requirements:
  - 1. Wherever required, the Proposal should contain the information required for each member of the Consortium;
  - 2. The Proposal should include a description of the roles and responsibilities of each of its members;
  - 3. Members of the Consortium shall nominate one member as the Lead Member.
    - a. The Lead Member will be nominated by the members of the Consortium through a Power of Attorney as per FORMAT 3.
    - b. Subject to the sub-clause (a) above the Lead Member shall authorise a representative (“Authorized Signatory”) on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorised representative will sign the proposal which would be legally binding on all the members of the Consortium.
    - c. All the Power of Attorney shall be furnished on a Non-Judicial Stamp Paper of Rs. 100/- and duly attested by a Public Notary.
  - 4. A bidder applying as a Single Entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.

- 2.12.2 Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The MoU shall be furnished on a Non-Judicial Stamp Paper of Rs. 100/- and duly attested by a Public Notary.
- 2.12.3 The Bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful, to participate and undertake the Project.
- 2.12.4 The Proposal shall be accompanied by the undertaking on the letter head of lead member (in case of Consortium) or Single Entity as the case may be as per FORMAT 6.
- 2.12.5 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

### **2.13 Bid Security**

- 2.13.1 Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 90,00,000/- (Rupees Ninety Lakh) Only (the “**Bid Security**”), refundable not later than 180 (One Hundred Eighty) days from the Proposal Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bid Security can be submitted in the form of a Bank Guarantee.
- 2.13.2 The Bid Security should be in the form of Demand Draft which should be in favour of **State Health Society, Uttar Pradesh**, payable on any scheduled bank in Lucknow with validity of 180 days.
- 2.13.3 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Nodal Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Nodal Authority;
  - (c) In the case of Selected Bidder, if it fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LOI;
    - (ii) to sign the Contract Agreement; or
    - (iii) to furnish the Performance Security within the period of 21 (Twenty-One) days from the date of issue of LOI; or
  - (d) In case the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.
  - (e) As per the relevant provisions of this RFP and Contract Agreement.

2.13.4 In case of any disputes pertaining to breach in Contract Agreement, the dispute resolution procedure laid out in Contract Agreement (Article 18) will be adhered to.

## **2.14 Sealing and Signing of Proposal**

2.14.1 The Bidder shall submit and mark one original copy of Qualification Bid in the format as provided in clause 2.10.2, along with the required supporting documents. The Bidder should also submit these documents in electronic form on a CD and seal it in an envelope and mark the envelope as **“PART 1: Qualification Bid for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh”**.

2.14.2 The envelope shall contain all the FORMATS provided in clause 2.10.2 along with supporting documents.

2.14.3 The Bidder shall submit and mark one original copy of Financial Bid in the prescribed FORMAT 12 in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification: **“Part 2: Financial Bid for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh”**.

2.14.4 The Bidder shall submit along with the Bid, the **Bid Security** and **Bid Cost Payment receipt** in a completely separate sealed envelope and mark the envelope as **“Other Bid Particulars”**.

2.14.5 The three envelopes specified in Clauses 2.14.1, 2.14.2, 2.14.3 and 2.14.4 shall be placed in an outer envelope, which shall be sealed and marked as **“Proposal for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh”**.

2.14.6 The Bidder shall provide all the information sought under this RFP. The Nodal Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

2.14.7 The Proposals and its copy shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Proposals shall be initialled by the person(s) signing the Proposals.

2.14.8 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.

2.14.9 All documents should be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents bound together. The Proposal should not include any loose papers.

2.14.10 The Proposal shall be signed and each page of the Proposal shall be initialled by a person or persons duly authorised to sign on behalf of the Bidder and holding the Power of Attorney.

2.14.11 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.

2.14.12 Each envelope shall be addressed to:

*Mission Director,*

*SPMU- NHM,*

*Vishal Complex, 19-A, Vidhan Sabha Marg,*

*Lucknow, Uttar Pradesh 226001*

2.14.13 The Nodal Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.

## **2.15 Proposal Due Date and Time**

2.15.1 Proposal should be submitted as per the timelines mentioned in the Bid Data Sheet, at the address given in Clause 2.14.12 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted.

2.15.2 The Nodal Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.19 uniformly for all Bidders.

2.15.3 All such addendum shall be released on the website (<http://upnrhm.gov.in>) and the Bidders are requested to check the site regularly for updates. The Nodal Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums

## **2.16 Late Proposals**

2.16.1 Proposals received by the Nodal Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

## **2.17 Modifications / Substitution / Withdrawal of Proposals**

2.17.1 The Bidder shall submit the final proposal by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the Bidder after the submission of the proposal.

## **2.18 Clarifications and Pre-Bid Conference**

2.18.1 The first version of RFP was published on 24<sup>th</sup> September 2016 by the Nodal Authority.

2.18.2 Nodal Authority conducted a Pre-Bid Conference with the prospective bidders on 04<sup>th</sup> October 2016, 11 a.m. at Conference Hall, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh.

2.18.3 No Pre-Bid Meetings will be conducted for re-tendering of this RFP.

2.18.4 Based upon the queries received from the Bidders, the Nodal Authority had issued a corrigendum on 10<sup>th</sup> November 2016.

### **2.19 Issue of Revised RFP**

2.19.1 Due to the non-fulfilment of the Bid Process requirements, the Nodal Authority has issued a revised RFP on the date mentioned in Bid Data Sheet for re-tendering.

2.19.2 The revised RFP is posted on the website: <http://upnrhm.gov.in>.

2.19.3 The Bidders are advised to refer this Revised RFP for preparation and submission of their bids.

### **2.20 Proposal Validity Period**

2.20.1 Proposal shall remain valid for a period of 180 days from the Proposal Due Date. The Nodal Authority reserves the right to reject any Proposal, which does not meet the requirement.

### **2.21 Extension of Proposal Validity period**

2.21.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Nodal Authority may request the Bidders to extend the period of validity for a specified additional period which period shall not exceed 90 days from the Proposal Validity Date. The request and the Bidders' responses shall be made in writing. The Nodal Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

2.21.2 The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Contract Agreement is signed.

### **2.22 Confidentiality**

2.22.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Nodal Authority will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Nodal Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Nodal Authority or as may be required by law or in connection with any legal process.

### **2.23 Acceptance of Letter of Intent (LOI) and Execution of Contract Agreement**

2.23.1 The Nodal Authority shall issue a Letter of Intent (LOI) to the Selected Bidder within the Bid Validity Period.

- 2.23.2 The Selected Bidder will be required to sign and submit the Contract Agreement unconditionally within 21 (Twenty-One) days of receipt of such communication.
- 2.23.3 Stamp duty, if any, payable on the Contract Agreement will be borne by the Selected Bidder.
- 2.23.4 The Selected Bidder shall be required to execute the Contract Agreement with Schedules with such modifications as may be communicated during the bidding process by the Nodal Authority. The Selected Bidder shall be party to the Contract Agreement as a Confirming Party. The Selected Bidder shall also execute such further documents and deeds as may be required (the “Contract Documents”). The Bidders by submitting the Bid shall be taken to have accepted the Terms and Conditions of the Contract Agreement and Schedules to the Contract Agreement and modifications and changes, as may be communicated in writing by the Nodal Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.
- 2.23.5 In case, the Contract Agreement does not get executed within 21 (Twenty-One) days of acceptance of LOI, the Nodal Authority reserves the right to annul the bidding process, in such event the Nodal Authority may award the Contract to the next Technically responsive and most Economical Bidder (having next Best Least Cost) or may invite fresh bids for the Project. In such a case the entire Bid Security submitted by the Selected Bidder shall be forfeited. However, the Nodal Authority on receiving request from the Selected Bidder may at its absolute discretion, permit extension of the aforesaid period by 30 days for execution of the Contract Agreement.
- 2.23.6 The Nodal Authority will notify the Bidders whose Proposals have been unsuccessful.

## **2.24 Performance Security**

- 2.24.1 The Service Provider shall for due and faithful performance of its obligations during the Project duration furnish Performance Security by way of an unconditional and irrevocable **Bank Guarantee** issued by a Scheduled Bank, in favour of “**Director General Medical and Health Services, Uttar Pradesh**” payable at Lucknow of value of **Rs. 4,50,00,000/-** (Rupees Four Crores and Fifty Lakhs only). This Performance Security needs to be submitted within 21 days of receiving of Letter of Intent (LOI).
- 2.24.2 Till such time the Service Provider provides to Contract Signing Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six months after the expiry of the Agreement Period as defined in Contract Agreement. The Bid Security of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the Service Provider.
- 2.24.3 Failure of the Service Provider to comply with the requirements of Clause 2.23 and 2.24 shall constitute sufficient grounds for the nullification of the Contract Agreement and forfeiture of the Bid Security.

**2.25 Return of the Proposal and Bid Security**

- 2.25.1 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of signing of the Contract Agreement with the Selected Bidder. In addition to the above, the Nodal Authority will promptly release all Bid Securities in the event the Nodal Authority decides to terminate the bidding proceedings or abandon the Project.



### 3 EVALUATION PROCESS

#### 3.1 Opening of Proposals

- 3.1.1 The Nodal Authority would open the PART 1: Qualification Proposal as per the timelines specified in Bid Data Sheet, at the place specified in Clause 2.14.12 and in the presence of the Bidders who choose to attend.
- 3.1.2 The PART 2: Financial Proposals will remain sealed and unopened in the possession of the Nodal Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.
- 3.1.3 The following information will be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:
1. Bidder's names
  2. Names of Consortium Members
  3. Particulars of the Bid Security
- 3.1.4 The Nodal Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this Section 3.2
- 3.1.5 The Nodal Authority will form a Proposal Evaluation Committee consisting of experts in the field of medicine, public health, management and representatives of GoUP.

#### 3.2 Evaluation of Qualification Bid.

- 3.2.1 In Stage I of Proposal Evaluation, the "Qualification Bid" as stated in Clause 2.10.2 submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. Prior to evaluation of Financial Proposals, the Nodal Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:
1. Bid Cost Payment Receipt: Demand Draft towards the cost of Bid Document to be attached in case bid document has been downloaded from website <http://upnrhm.gov.in>.
  2. The Proposal should be submitted with all the requirements of Qualification Bid as stipulated in Clause 2.10.2
  3. Is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15
  4. Is signed, sealed and marked as stipulated in Clauses 2.14
  5. Contains all applicable formats specified in this RFP.
  6. Contains all the information in Formats as specified in this RFP.
  7. Meets the eligibility criteria as set out in Clause 2.3.2.
  8. Contains the appropriate Bid Security documents as specified in Clause 2.13.

- 3.2.2 The Nodal Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Nodal Authority in respect of such Proposals.
- 3.2.3 In case Bidder is a Consortium, the Aggregate of Technical Capacity and Financial Capacity of each of its Members, who have declared the same, or of the Consortium's Principal Bidder, shall be summed up for arriving at the combined Aggregate Experience of the Consortium.

### **3.3 Evaluation of Financial Bid**

- 3.3.1 The Nodal Authority will open sealed Envelope containing “**Financial Bid**” of only those bidders, who qualify as per Clause 3.2.
- 3.3.2 The Financial Bid should be furnished as per FORMAT 12 clearly indicating the Bid amount in both figures and words in Indian Rupees and signed by Bidder's authorized signatory. In the event of any difference between figure and word, the amount indicating in words shall be taken into account.
- 3.3.3 The Financial Bids are invited for the Project on the basis of the Lowest rate per KM (the Bid Amount) required by the Bidder for implementing the Project. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.
- 3.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the operation of ALS across the State. The Expenses shall include the total expenditure in procuring the specified equipment for the ALS ambulances; the capital expenditure for the ARC like hardware, software, furniture, fixture etc; expenses incurred for developing / obtaining standard operating protocols and procedure documents; district mapping; and any other related costs. The recurring expenses including ARC staff salary, ARC premises rent, Ambulance operational staff salary, training of 108 Call Centre staff, maintenance cost of Ambulance, maintenance cost for Ambulance equipment, running cost for ambulances, cost of consumables and medicines, mobile telephone expense, GPS expense, fuel expenses, training, maintenance of control room including, telephone, power water, air conditioning charges, and any other recurring expenses, should also be included.
- 3.3.5 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Nodal Authority as per the prevailing rate on the date of Invoice.
- 3.3.6 The bidder who quotes the Lowest Rate per KM will be the declared as the selected L-1 bidder (“Selected Bidder”) and will be awarded the Contract.
- 3.3.7 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Nodal Authority to the Selected Bidder.
- 3.3.8 The rate (per KM) quoted in the Bid Amount shall be fixed for a year from the date of commissioning of the last ALS ambulance. The Service Provider shall be allowed an annual increment of 8% (on the KM rate) or the annual percentage change in the

Consumer Price Index (IW) (from the month of commissioning of the last ALS Ambulance) whichever is lower.

### **3.4 Clarifications for the Purpose of Evaluation**

- 3.4.1 To facilitate evaluation of Proposals, the Nodal Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Nodal Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 3.4.2 At any point in time during the Bidding Process, if required by the Nodal Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Nodal Authority. The Nodal Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Nodal Authority reserves the right to conduct detailed due diligence of the information provided by the bidders for qualification and financial evaluation.

### **3.5 Contacts during Bid Evaluation**

- 3.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Nodal Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Nodal Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Nodal Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Nodal Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Nodal Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 4.2** Without prejudice to the rights of the Nodal Authority under Clause 4.1 hereinabove and the rights and remedies which the Nodal Authority may have under the LOI or the Contract Agreement, or otherwise if a Bidder or Service Provider, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be
- 4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Contract Agreement or arising therefrom, 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 the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the

Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Nodal Authority in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “Collusive Practices” means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Nodal Authority, designed to influence the action of any party in the Bidding Process ;
- e. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- f. “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 Bidding Process.

## **5 PRE-BID CONFERENCE**

**5.1** No Pre-Bid Conference will be conducted for re-tendering of this RFP.

## 6 MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Nodal Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Nodal Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Nodal Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.





**ANNEXURE 1: FORMATS FOR PROPOSAL SUBMISSION**

**FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION**  
**(On the Letter head of the Bidder or Lead Member in case of a Consortium)**

Mr/Ms \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: Proposal for Implementation, Operation and Maintenance of Advanced Life Support  
(ALS) Ambulance Services in Uttar Pradesh

Dear Sir/Madam,

With reference to your RFP document dated \*\*\*\*\* I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Nodal Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Service Provider for the operation of the aforesaid Project.
3. I/ We shall make available to the Nodal Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Nodal Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/We certify that in the last 3 (three) years, we/ any of the Consortium Members<sup>£</sup> or our/their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.
6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.
7. I/ We believe that we/ our Consortium satisfy(s) the Financial criteria and meet(s) the requirements as specified in the RFP document.
8. I/ We declare that we/ any Member of the Consortium, or our/ its associates are not a Member of a/ any other Consortium submitting a Proposal for the Project.
9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the Consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of Consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Nodal Authority of the same immediately.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nodal Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us

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<sup>£</sup> If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Nodal Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
  16. I/We offer a Bid Security of Rs. 90,00,000/- (Rupees Ninety Lakh only) to the Nodal Authority in accordance with the RFP Document.
  17. The Bid Security in the form of a Demand Draft is attached.
  18. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
  19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
  20. I/We shall keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 (Ninety) days from the Proposal Validity Date, on the request of the Nodal Authority.
  21. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date: \_\_\_\_\_

(Signature of the Authorised Signatory)

Place: \_\_\_\_\_

(Name and designation of the of the Authorised Signatory)

Name and Seal of Bidder/Lead Member

## **FORMAT 2 POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

**(On Non – Judicial Stamp Paper of Rs 100 duly attested by Public Notary)**

### **POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_(name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorise Mr. / Ms. \_\_\_\_\_R/o \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_as our Authorised Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the Consortium consisting of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_(please state the name and address of the members of the Consortium) for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” (the “Project”), including signing and submission of all documents and providing information / responses to Department of Medical and Health, Government of Uttar Pradesh, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till \_\_\_\_\_, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

For

\_\_\_\_\_(Signature)

(Name, Title and Address)

Accept

\_\_\_\_\_(Signature)

(Name, Title and Address of the authorised representative)

Notes:

1. To be executed by the Single Entity or the Lead Member in case of a Consortium.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed The Hague Legalization Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

**FORMAT 3 POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM  
POWER OF ATTORNEY**

**(On Non – Judicial Stamp Paper of Rs 100 duly attested by Public Notary)**

Whereas the Mission Director, National Health Mission, Uttar Pradesh, (the “**Nodal Authority**”) has invited Bids from interested parties for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” for a specified Contract Agreement Period.

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Contract Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP 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 or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names of the members along with address of their registered offices) do hereby designate M/s \_\_\_\_\_ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with the Nodal Authority, or any person, in connection with Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with the Contarct Signing Authority,.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

[Executant(s)]

(To be executed by all the members in the Consortium)

Note:-

1. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed The Hague Legalization Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

**FORMAT 4 AFFIDAVIT**

**(To be furnished by the Bidder**

**In case of Consortium to be given separately by each member)**

**(On Non – Judicial Stamp Paper of Rs 100 duly attested by Public Notary)**

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have abandoned any work for the Government of Uttar Pradesh or any other State Government or Government of India nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have been debarred by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Department of Medical and Health, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical and Health, Government of Uttar Pradesh.

\_\_\_\_\_  
Signed by an Authorised Officer of the Firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date



**FORMAT 5 ANTI-COLLUSION CERTIFICATE**

**(On the letter head of the Single Entity / each Members of Consortium)**

**ANTI-COLLUSION CERTIFICATE**

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/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.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this ..... Day of .....201\_.

Name of the Bidder

Signature of the Authorised Representative

Name of the Authorised Representative

Note:

To be executed by each member, in case of a Consortium

**FORMAT 6 PROJECT UNDERTAKING**  
**(On the Letter head of the Single Entity/ Lead Member)**

**PROJECT UNDERTAKING**

To:

Date:

Mr/Ms \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Fax:

Subject: Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by Mission Director, National Health Mission, Uttar Pradesh.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Contract Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this..... Day of ..... 201\_.

Name of the Bidder

Signature of the Authorised Representative

Name of the Authorised Representative

Note: To be signed by the Authorised Representative of the Lead Member, in case of a Consortium, authorised to submit the bid

## **FORMAT 7 BOARD RESOLUTION FOR BIDDING ENTITIES**

### **Format for Lead Member**

**“RESOLVED THAT** approval of the Board be and is hereby granted to join the Consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Uttar Pradesh for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” called the “Project”.

**“RESOLVED FURTHER THAT** the “Draft” Memorandum of Understanding (“MoU) to be entered into with the Consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the Consortium members and to sign the bidding documents on behalf of the Consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member.”

### **Format for Members**

**“RESOLVED THAT** approval of the Board be and is hereby granted to join the Consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Uttar Pradesh for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh”.

**“RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (“MoU) to be entered into with the Consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU with the Consortium members and execute a power of attorney in favour of \_\_\_\_\_ to act as the Lead Member”

## **FORMAT 8 UNDERTAKING FOR INDIVIDUAL MEMBERS**

### **On the Letter head of the Legal Entity**

#### **Format for Lead Member**

I/We \_\_\_\_\_ hereby agree to join the Consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Uttar Pradesh for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” called the “Project”.

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Consortium partners.

I/We also authorise Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) to enter into an MoU with the Consortium members and to sign the bidding documents on behalf of the Consortium for submission of the bidding documents and execute a Power of Attorney in favour of the Company as Lead Member.”

#### **Format for Members**

I/We \_\_\_\_\_ hereby agree to join the Consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Uttar Pradesh for “Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh” called the “Project”.

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the Consortium partners

I/We also authorise Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) to enter into an MoU with the Consortium members and execute a Power of Attorney in favour of \_\_\_\_\_ to act as the Lead Member”

Each member of the Consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the Consortium, bidding for the Project and authorising a company official to sign the bidding documents / Power of Attorney to the Lead Member.

**FORMAT 9 INFORMATION REGARDING PAST EXPERIENCE OF THE BIDDER**

**Details of Bidder**

Note: Details to be provided for the Bidder / Lead Member / each Member of Consortium (in case of Consortium)

Details of Organization		
Name of the Organization		
Type of Legal Entity		
Type of Organization: OPC/Partnership/Company/Consortium/Trust/ Not for Profit Organization		
Year of Incorporation/Registration		
Name of the Authority/Jurisdiction under which the Legal entity is incorporated or registered.		
Statute Legislation under which the Legal entity is incorporated/registered		
Registration Number:	Please refer Note 1 below	
Registered Address		
Correspondence Address and Head Office		
Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Advanced Life Support (ALS) Ambulance Services or Emergency Medical Transport Services?	Please refer Note 2 below	
Number of years of operation in Ambulance service		
<b>Relevant Qualification Details Years wise and State Wise</b>	Please refer Note 3 below	
<b>1. State wise</b>		
Name of the State / Province where ambulances services are operational		
Years of experience in ambulance operations in the State		
Current areas of operation – specify (Names of the Districts)		
	Year 1	Year 2
Number of ambulances operated	Please	

	refer Note 4 below	
Number of ambulances owned		
Number of patients transported per ambulance per annum on average		
Number of ALS response Centres (ARCs) / Call Centre operated in the State		
Location and address of ARC/Call Centre		
Number of Call Operators working per ARC /Call Centre		
Average volume of daily calls received per ARC / Call Centre	Please refer Note 5 below	
Certificate of satisfactory performance	Please refer Note 6 below	

The Bidder should provide details of experience of only those Projects of ambulance operation which is undertaken by it under its own name / under the names of the Consortium Members. Experience of the Associate of Bidder/ Consortium Members will also be considered for eligibility under the Experience criteria.

The Lead Member, whose experience is evaluated for the purposes of qualification under this RFP, shall hold at least 51% (fifty-one per cent) stake of the consortium at all times for the entire Contract Agreement period.

**Note 1**

- a) Please enclose copy of Registration / Incorporation Certificates.
- b) Please enclose copy of Certificate of Registration of Service Tax, EPF, ESI, CST and VAT (if applicable) with the Appropriate Authority, valid as on Proposal Due Date. If the Bidder/ Lead Member (in-case of Consortium) is exempted from any such registration requirement, then please provide a declaration on the Company Letter Head of the Authorized Signatory, stating the provisions of such exemption as per applicable law.

**Note 2**

Please enclose Memorandum & Articles of Association, By-law or Trust Deed or other relevant charter documents.

**Note 3**

In case of International experience, country wise details should be provided.

The information shall be provided for each of the Financial Year. The Financial Year shall mean the accounting year followed by the Bidder in course of its normal business.

**Note 4**

Provide certificate from the Government Authority, CA or Statutory Auditor towards fleet of Ambulances operation in the State.

<b>Certificate from the Government Authority /Statutory Auditor /CA regarding Qualification experience</b>			
This is to certify that ..... (name of the Bidder/Member/Associate) has been operating a fleet of Ambulances supported by a Call Centre in the State of _____ for the past <u>3 (three)</u> financial years as per year-wise details noted below:			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Number of Ambulances			
Number of Call Operators at the ARC / Call Centre			
Signature of the Authorized Signatory			

**Note 5**

The Bidder shall provide documentary evidence showing successful operations of ARC / Call Centre like computer generated call logs, etc.

**Note 6**

The Bidder shall provide Performance certificate from the relevant Government Authority from the State/Country in which the Ambulances are operational.

### FORMAT 10 DETAILS OF ELIGIBLE EXPERIENCE

The Bidder should provide the experience details of services provided at each location / State / country / undertaken. The experience of the Single Entity's Associate or Consortium Member's Associates (who are not Members of the Consortium) will also be considered.

In case Bidder is a Consortium, the above information should be provided for each member and their Associate (for whom the experience is claimed).

In Role of Member specify whether Single Entity, or in case of Consortium specify whether Lead Member or Member.

<b>Name of entity providing support:</b>		<b>Project cost:</b>	
<b>Location: (country, state, districts):</b>		<b>No. of staff by category:</b>	
		<b>Ambulance:</b> (per ambulance)	<b>ARC:</b>
<b>Duration of ambulance service provision:</b>		<b>Other:</b> (e.g. first responders, etc.)	
		<b>Profile of staff:</b> Summary of key staff (degree /diploma/ certificates with specific reference to project, training, number of years in employment, total relevant experience as a paramedic/ call centre employee.)	
<b>Start Date:</b>	<b>Completion Date:</b>	<b>Name of Associates, Consortium members (if any):</b>	
<b>Details of government organisation, funding organisation or contracting agency for ambulance services:</b>			
<b>Name of Senior staff (Project Director, Project Manager) involved and functions performed:</b>			
<b>Narrative description of project and the outcome:</b> (Including number of patients transported per ambulance per annum on an average)			
<b>Brief description of actual services provided:</b>			
<b>Fleet details:</b>			
<ul style="list-style-type: none"> <li>• Number of ALS ambulance operated</li> <li>• Number of BLS ambulance operated</li> <li>• Number of ambulances owned</li> <li>• Number of ambulances Leased</li> </ul>			



**ALS Response Centre / Call Centre:**

- Average number of calls received per month
- Software used
- If operations are in more than one state, the Control Room / Call Centre details for each area of operation may be separately provided.

**Instructions:**

1. A separate sheet should be filled for each state where ambulance services have been provided.
2. Role of Member would be Single Entity or in case of Consortium would be Lead Member or Member.
3. Ambulances services carried out for: Government Agency / Self or own company (parent company / group company). Details such as name, address and contact details need to be provided.
4. Project Cost should be provided. Date of successful completion / substantial completion should be provided.

**FORMAT 11 FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED BY EACH MEMBER IN CASE OF CONSORTIUM)**

Name of Bidder/Member: .....

Role of Bidder/Member.....

**Balance-Sheet**

(in Rs. Lacs)

S. No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
	Gross Fixed Assets (A)			
	Accumulated Depreciation (B)			
	Net Fixed Asset C=(A-B)			
	Deferred Revenue Expenditure (D)			
	Current Assets (cash + stock + receivables) (E)			
	Current Liabilities (over draft + payables) (F)			
	Deferred Liabilities (G)			
	<b>NET ASSETS H = (C+D+E-F-G)</b>			
	Paid up Equity (I)			
	Contributions (J)			
	Reserves (K)			
	<b>Shareholders Fund L=(I+J+K)</b>			

**Revenue-Expenditure Statement**

(in Rs. Lacs)

S. No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
	Revenue / Income/ Gross Receipts (A)			
	Operating Cost (B) =(C+D+E)			
	Employees cost (C)			
	Admin and General Cost (D)			
	Other Costs (E)			
	Depreciation (F)			
	Interest (G)			
	Provisions (H)			
	<b>Profit Before Tax I = (A-B-F-G-H)</b>			
	Tax Paid (J)			
	<b>Profit After Tax (I-J)</b>			

*Note:*

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor / CA of the Single Entity or the Consortium Member
2. The Single Entity or the Consortium should provide the Financial Capability of its own / of the Consortium Members. Financial Capability of the Bidder's / Consortium Members' Associates will also be considered for eligibility.
3. In Role of Member specify whether it is a Single Entity, Lead Member or Member of the Consortium
4. The Bidder along with Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) Financial Years preceding the Proposal Due Date.
5. The Single Entity or Each Members of the Consortium shall attach copies Income Tax Returns Acknowledgement for 3 (three) Financial Years preceding the Proposal Due Date.
6. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
7. For conversion of US Dollars to Indian Rupees, the rate of conversion shall be as per the **latest** foreign currency exchange rates published by the Reserve Bank of India (RBI) - [https://www.rbi.org.in/Scripts/BS\\_DisplayReferenceRate.aspx](https://www.rbi.org.in/Scripts/BS_DisplayReferenceRate.aspx) or the Central Board of Excise and Customs (Dept. of Revenue, Ministry of Finance, GoI) - <http://www.cbec.gov.in/Exchange-Rate-Notifications>, on or before the date of submission of the technical bid. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
8. The bidder shall provide a CA / Auditor's Certificate (i) specifying the Overall Revenue / Income/ Gross Receipts and, (ii) Revenues / Income from ALS Ambulance Services for 3 (year) preceding the Proposal Due Date, of the bidder and its Consortium members and also specifying the methodology adopted for calculating the same.
9. The Lead Member, whose experience is evaluated for the purposes of qualification under this RFP, shall hold at least 51% (fifty-one per cent) stake of the consortium at all times for the entire Contract Agreement period.
10. The Bidder shall attach the copies of the CA certified or audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date of its Associate whose Financial Capacity has been claimed.

**FORMAT 12 FINANCIAL BID**  
**(On the letter head of the Bidder/ Lead Member)**

To,  
Department of Medical and Health,  
Government of Uttar Pradesh  
Lucknow  
Uttar Pradesh

**Re: Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh**

Dear Sir/Ma'am,

Having gone through this RFP document and the Draft Contract Agreement and having fully understood the Terms and Conditions for the Project as set out in this RFP, we are pleased to inform that we would charge the following amount from the Government of Uttar Pradesh as the Fee for carrying out the activities envisaged in this RFP document and Draft Contract Agreement for operating Advanced Life Support Ambulance Services in the State. The amount quoted below is inclusive of all taxes but exclusive of Service Tax.

**Bid Amount = Rs..... (in words.....) per Km**

Name of the Bidder / Consortium

Name & Signature of the Authorized Representative



**FORMAT 13 LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE**

**(On the letter head of the Associate)**

The Mission Director,  
SPMU, NHM,  
Vishal Complex, 19-A, Vidhan Sabha Marg,  
*Lucknow, Uttar Pradesh 226001,*  
Lucknow – 226018  
Uttar Pradesh

Dear Sir,

**Subject: Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in the State of Uttar Pradesh (Project)**

We have read and fully understood the terms and conditions of the **Request For Proposal (RFP) dated .....** and **Addenda/ Corrigendum** thereto issued by you in connection with the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in the State of Uttar Pradesh through a private Service Provider.

We are aware that ..... **(Name of the Bidder)** is a Bidder for the above Project and has claimed the support of our Technical Capacity / Financial Capacity to be eligible to bid for the same.

We hereby acknowledge and confirm that we are an Associate Company of ..... **(Name of the Bidder)**.

We understand that the word “Associate” in this context means, in relation to Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of at least 51% (fifty one per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law ).

We also understand that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be at least 51%.

We hereby acknowledge, confirm and undertake that we shall extend any and all necessary technical / financial support to ..... (**Name of the Bidder**) and shall, furthermore, be jointly and severally responsible for the fulfilment of any and all obligations of ..... (**Name of the Bidder**) towards its successful execution and operation of the Project, if awarded, including all obligations as may be incidental and consequential to the terms and conditions of the Contract Agreement to be entered into amongst the Governor of Uttar Pradesh, ..... (**Name of the Bidder**). We further undertake to continue such technical / financial support till the satisfactory completion of all the obligations undertaken by ..... (**Name of the Bidder**).

We also hereby undertake that throughout the period of the said Contract Agreement, we shall not allow the inter-se shareholding between us ..... (Name of the Bidder) to be changed in such a way that the Associate Relationship between Bidder/ Consortium Member and us comes to an end.

Furthermore, we acknowledge and undertake that on any breach of the obligations undertaken, the fulfilment whereof is required from ..... (**Name of the Bidder**) under the said Contract Agreement or from us as per this undertaking, in the course of the operation of the Project, we shall be responsible jointly and severally for the consequences of such breach and you shall have the right to take such action against us as you may deem fit.

Dated:

For and on behalf of ..... (**Name of the Associate**)

(Signature of the Authorized Signatory)

**Enclosed: Necessary Resolution of the Board of Directors of the Associate Company, authorizing execution of this undertaking shall be provided**

**FORMAT 14 Certificate from Statutory Auditor/ Company Secretary regarding Associate**

1. In the event that credit is being taken for the Eligible Experience of an Associate, as mentioned in Clause 2.3.2, the Applicant should also provide a certificate in the format below:

<p><b>Certificate from Statutory Auditor / CA / Company Secretary regarding Associate<sup>§</sup></b></p> <p>Based on the authenticated record of ..... (the Company/Applicant/ Consortium Member), this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (<i>name of the Associate/ Applicant/ Consortium Member</i> ) is held, directly or indirectly<sup>£</sup>, by ..... (<i>name of Applicant/ Consortium Member/ Associate</i>). By virtue of the aforesaid share-holding, the former/ latter exercises control over the latter/ former, who is an Associate in terms of Clause 2.3.1</p> <p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p>{<i>Describe the share-holding of the Applicant/ Consortium Member in the Associate or vice versa</i>}</p> <p>Name of the audit firm / Company Secretary:</p> <p>Seal of the audit firm:</p>
--

<sup>§</sup> In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership shall also be Associates but., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

2.It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.





**ANNEXURE 2: LIST OF EQUIPMENT FOR ALS AMBULANCE**

S. No.	List of Medical Equipment
1.	Automated External Defibrillator 2 sets each of adult and paediatric pads
2.	Multi Para Monitor (Para = 3, Screen size = 8 inches)
3.	Syringe Pump
4.	Transport Ventilator (Adult, Paediatrics and Neonatal)
5.	Foetal Doppler
6.	Laryngoscope (adult and paediatric) Blades of different sizes (0, 1, 2, 3, 4, 5)
7.	Emergency Suction Systems Suction Pump, foot operated Silicon Tubing (two sets) Collection Container (capacity of approximately 500 ml)
8.	Nebulizer (electric)
9.	First Aid Box
10.	Canvas Stretcher folding
11.	Scoop Stretcher
12.	Trolley Stretcher with back tilt facility and collapsible wheels
13.	Double Head Immobilizers
14.	Spinal Board (all required sizes)
15.	Oxygen Cylinder 'B' type
16.	Oxygen Cylinder 'D' type
17.	Suction Pump electric
18.	Suction Pump, hand operated Collection bottle of approximately 300 ml capacity Two sets of silicon tubing and catheter adapters)
19.	Flow meter with humidifier bottle
20.	Cervical Collar – set of 3 (three) of varying sizes
21.	Bag & Mask Ventilation Device (Neonatal)
22.	Bag & Mask Ventilation Device (Child)

S. No.	List of Medical Equipment
23.	Bag & Mask Ventilation Device (Adult)
24.	Portable Hand Held Glucometer
25.	Blood pressure sphygmomanometer and cuff Blood pressure set, portable, both paediatric and adult (non-mercurial type)
26.	Emesis basins or commercially available emesis container
27.	Minimum Ambulance Rescue Equipment: The following additional items shall be carried by Ambulance: Hammer, four pound with 15 inch handle One axe Wrecking Bar, minimum 24-inch (bar and two preceding items can either be separate or combined as a forcible entry tool)
28.	Crowbar, minimum 48 inches, with pinch point
29.	Equipment for suturing (e.g.: Forceps, Suture Needle (both tapered and cutting), (Needle Holder, Contused Lacerated Wound (CLW) Kit)
30.	Stethoscopes
31.	Mini Refrigerator shall be provided in case ambient temperature sensitive medications are being stored and maintained using refrigerator instead of cold ice packs

**ANNEXURE 3: LIST OF CONSUMABLES**

S. No.	Items
1.	Bite sticks commercially made (Clean and individually wrapped)
2.	Twelve sterile dressings (minimum size 5 “ x 9 “)
3.	Sterile gauze pads (4 “ x 4 “) - 36 No
4.	Twelve bandages, self-adhering type, minimum three inches by five yards. Bandages must be individually wrapped or in clean containers
5.	A minimum of four commercial sterile occlusive dressings (size 4” x 4”)
6.	Adhesive Tape, hypoallergenic (1”, 2” and 3” width)
7.	Splints: Pneumatic splints set of six with carrying case Wooden / metallic or other splints
8.	Obstetrical kit (sterile) - The kit shall contain gloves, scissors or surgical blades, umbilical cord clamps or tapes, dressings, towels, perinatal pad, bulb syringe and a receiving blanket for delivery of infant
9.	Bedpan and urinal (disposable)
10.	HIV Kit
11.	Suture material
12.	Urine catheter with collecting bag
13.	Hub Cutter
14.	Needle Cutter
15.	Cold ice packs shall be provided in case ambient temperature sensitive medications would be maintained using cold ice packs instead of mini-refrigerator

**ANNEXURE 4: LIST OF MEDICAL CONSUMABLES**

S. No.	Items
1.	Sterilized Cotton
2.	Bandage (a) 15cm (b) 10cm (c) 6cm
3.	Antiseptic Solution/Liquid (Cetrimide and Chlorhexidine Gluconate)
4.	Betadine (Povidone Iodine solution)
5.	Leucoplast
6.	Pain Spray
7.	Antiseptic bandage Spray
8.	Antiseptic germicidal Spray
9.	Burn relief Spray
10.	Face Mask (Disposable)
11.	Surgical Gloves Disposable
12.	Laryngeal Mask Airway (LMA) disposable
13.	Intravenous Cannula 16G & 18G
14.	Disposable suction pumps
15.	Nasal airways (all sizes) & suction catheters (sizes 6 fr, 8 fr, 10 fr, 16 fr, 18 fr. and a rigid suction catheter like Yankauer)
16.	Bi-nasal Cannula, Cuffed Oropharyngeal Airway (COPA)
17.	Ventimask, facemask with nebulizer
18.	Drip-set standard
19.	Burn Pack: Standard package, clean burn sheets (or towels for children)
20.	Triangular bandages (Minimum 2 safety pins each)
21.	Dressings: Sterile multi-trauma dressings (various large and small sizes)
22.	Abdominal Dressing - 10"x12" or larger
23.	4"x 4" gauze sponges
24.	Cotton Rolls
25.	Gauze rolls Sterile (various sizes)

S. No.	Items
26.	Elastic bandages Non-sterile (various sizes)
27.	Occlusive dressing Sterile, 3"x8" or larger
28.	Adhesive tape: Various sizes (including 2" or 3")
29.	Cold packs
30.	Waste bin for sharp needles, etc.
31.	Disposable bags for vomiting, etc.
32.	Teeth guard
33.	Disposable electrodes (for multi para monitor)
34.	Thermal paper (for multi para monitor)
35.	Gel (for Defibrillator and Foetal Doppler)
36.	Strips, disposable lancet and swabs for Glucometer
37.	Silk, Dacron, Vicryl Rapid and Polyglycolic acid for Suture
38.	Needle (both tapered and cutting)
39.	Disposable Syringes
40.	Vigo
41.	Air tubing / wind pipes of Nebulizer

**ANNEXURE 5: LIST OF MEDICINES**

S. No.	Name of Medication	Form/Use
1.	Adrenaline 1:1000	Injectable
2.	Adrenaline 1:10000	Injectable
3.	Atropine 0.6 mgs/ml (Strength 1 ml amp)	Injectable
4.	Chlorpheniramine maleate	Injectable
5.	Hydrocortisone	Injectable
6.	Furosemide	Injectable
7.	Paracetamol (V)	Injectable
8.	Paracetamol Syrup	Syrup
9.	Ranitidine	Injectable
10.	Tramadol Hydrochloride	Injectable
11.	Activated Charcoal	Powder
12.	Aspirin Dispersible 325 mg	Tablet
13.	Isosorbidedinitrite 5 mg	Tablet
14.	Clopidogrel	Tablet
15.	Midazolam	Injectable
16.	Anti-Snake Venom	Injectable
17.	Ondansetron	Injectable
18.	Oxytocin	Injectable
19.	Magnesium Sulphate	Injectable
20.	Buscopan	Injectable
21.	Misoprostal	Suppository/Oral
22.	Methylergonovine	Injectable
23.	Labetalol	Injectable
24.	Dopamine	Injectable
25.	Nitroglycerin	Injectable
26.	Noradrenaline	Injectable

S. No.	Name of Medication	Form/Use
27.	Salbutamol 2.5 ml	Respule
28.	Salbutamol Solution 10 ml #	Vial
29.	Budesonide	Respule
30.	Salbutamol/Ipratropium	Respule
31.	Oral Glucose 100 gms	Powder
32.	Anaesthetic Antacid Gel (for example: Mucaine)	Syrup
33.	Oral rehydration salts sachets (smaller packs 4.25 gms)	Powder
34.	Normal Saline 500 ml	Fluid
35.	Normal Saline 100 ml	Fluid
36.	Normal Saline 1000 ml	Fluid
37.	Ringers Lactate	Fluid
38.	Distilled Water	Fluid
39.	Dextrose 25%	Fluid
40.	Dextrose 10%	Fluid
41.	Isolyte P	Fluid
42.	Xylocaine 2%	Gel
43.	Povidone Iodine	Solution
44.	Surgical Spirit (rectified/rec.)	Solution
45.	Anti-coagulant (for cardiac arrest/ stroke)	Tablet/Injectable
46.	Injection Tranexa (to reduce bleeding)	Injectable
47.	Botroclot (to reduce localized bleeding)	Solution
48.	Dicyclomine	Injectable
49.	Plasma Expander	Fluid





**ANNEXURE 6: THE AMBULANCE MAKE, MODEL AND OTHER SPECIFICATIONS ARE AS PER GOVT. ORDER**

**संख्या-48/2016/599/पांच-1-2016-5(23)/2015**

प्रेषक,

रवीन्द्र नाथ सिंह,  
संयुक्त सचिव,  
उत्तर प्रदेश शासन।

सेवा में,

महानिदेशक,  
चिकित्सा एवं स्वास्थ्य सेवाएँ,  
उ०प्र०, लखनऊ।

**चिकित्सा अनुभाग-1**

**लखनऊ: दिनांक 11 जुलाई, 2016**

विषय: राष्ट्रीय स्वास्थ्य मिशन के अंतर्गत अनुमोदित ए०एल०एस० एवं कार्टियक एम्बुलेंसों का क्रय डीजीएस एण्ड डी दर अनुबंध पर किये जाने के सम्बन्ध में।

महोदय

उपर्युक्त विषयक मामले में प्रेषित अपने पत्र संख्या-29फ/10(62)14/16, दिनांक 18.04.2016 का कृपया संदर्भ ग्रहण करें।

2- राष्ट्रीय स्वास्थ्य मिशन के अंतर्गत अनुमोदित ए०एल०एस० एवं कार्टियक एम्बुलेंसों का क्रय डीजीएस एण्ड डी दर अनुबंध पर किये जाने सम्बन्धी आपके प्रस्ताव दिनांक 18.04.2016 के क्रम में मुझे यह कहने का निदेश हुआ है कि व्यापक जनहित में आपके प्रस्तावानुसार 150 नग ए०एल०एस० एम्बुलेंस तथा 02 नग कार्टियक एम्बुलेंस अर्थात् कुल 152 नग एम्बुलेंसों को डी०जी०एस० एण्ड डी० भारत सरकार के दर अनुबंध संख्या AM\_BUL/AM-2/RC-2C010000/0816/72/05876/691, दिनांक 11-01-2016 जिसकी वैधता दिनांक 31.12.2016 तक है, पर Force Traveller Amb. 3350mm WB, AC+PS, BS-III एम्बुलेंस जिसका प्रति नग मूल्य ₹0 9,44,318/- है, पर उक्त 152 एम्बुलेंसों का क्रय किये जाने हेतु स्वीकृति प्रदान की जाती है।

भवदीय,

रवीन्द्र नाथ सिंह  
संयुक्त सचिव।

**संख्या एवं दिनांक उपरोक्तानुसार**

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1- मिशन निदेशक, एन०एच०एम०, उ०प्र०, लखनऊ।

1- यह शासनदेश इलेक्ट्रॉनिकी जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनदेश की प्रमापिकता वेब साइट <http://shasanadesh.up.nk.in> से सत्यापित की जा सकती है।

**ANNEXURE 7: LIST OF UP DISTRICTS WITHIN 200 KM OF DELHI / PGIMER CHANDIGARH**

**List of UP Districts within 200 KMS of Delhi/PGIMER, Chandigarh**

1. Meerut
2. Ghaziabad
3. Gautam Budha Nagar
4. Bulandshahr
5. Hapur
6. Baghpat
7. Muzaffarnagar
8. Agra
9. Aligarh
10. Mathura
11. Bijnor
12. Shamli
13. Saharanpur
14. Moradabad
15. JP Nagar
16. Hathras
17. Sambhal
18. Amroha

